



21 Air, LLC
AND THE PILOTS IN THE SERVICE OF 21 Air, LLC
AS REPRESENTED BY
21 Air PILOTS ASSOCIATION (TAPA)
COLLECTIVE BARGAINING AGREEMENT

2021

March 02, 2021

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SECTION 1 – RECOGNITION, MERGER PROTECTIONS, AND NEW AIRCRAFT

A. Introduction

Pursuant to the certification by the National Mediation Board in Case No. R-7559 dated January 11, , 2021, this Collective Bargaining Agreement (“Agreement” or “CBA”) is entered into by and between 21 Air, LLC (hereinafter “21 Air” or “Company”) and the 21 Air Pilots Association (hereinafter “TAPA” or “Association”) as the representative of the Pilots of the Company, (hereinafter “Pilot(s)” or “Pilots(s)”) pursuant to the terms of the Railway Labor Act, as amended (hereinafter the “Act”) in the mutual interests of the Pilots and the Company to promote the safety and continuity of air transportation, to further the efficiency and economy of operations, and to provide for orderly collective bargaining pertaining to rates of pay, rules or working conditions, between the Company and its Pilots.

B. Successor Transactions

1. Successor Obligations

- i. This Agreement shall be binding upon the parties hereto and their successors (hereinafter “Successors”). Any transaction that involves a transfer to a Successor of ownership or control of the Company and also substantially all of its assets shall be a “Successor Transaction” and subject to this Agreement.
- ii. No contract involving the transfer of ownership or control pursuant to a Successor Transaction shall be signed unless it is agreed, as a material and irrevocable condition of entering into, concluding and implementing such transaction that the Successor shall assume the employment of Pilots on the 21 Air Seniority list in accordance with the status quo consisting of the applicable rates of pay, rules and working conditions set forth in this Agreement (including its merger protections).

- iii. The Company shall give written notice of the existence of this Agreement and provide a copy of this Agreement to any proposed Successor before the Company and the proposed Successor enter into a Successor Transaction.

2. Pilot Protections if the Company is Acquired by another Air Carrier.

Unless otherwise agreed, the following provisions shall apply in the event of a Successor Transaction that affects the Seniority rights of Pilots on the 21 Air Seniority list where the Company is acquired by another air carrier and shall bind the Successor of 21 Air.

- i. If the acquiring air carrier intends to merge its flight operations with the Company's flight operations which necessitates the integration of the Seniority lists of the respective Pilot groups, such integration shall be governed by Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions ("LPPs"). The parties shall promptly initiate the Seniority integration procedures of Sections 3 and 13 following announcements of an operational merger affecting the Seniority rights of the Pilot groups. If an integrated Seniority list cannot be resolved within 90 days of the announcement of an operational merger affecting the Seniority rights of the Pilots groups, all unresolved issues shall be promptly submitted to interest arbitration, and a decision shall be issued within 60 days of the hearing. The arbitrator's resolution of the disputed issues shall be on an issue-by-issue basis, rather than a "total package" basis, and shall be binding on the parties with respect to the particular dispute but shall have no precedential or binding effect on other or future disputes arising under this subparagraph. The Company or other Successor, as appropriate, shall accept the integrated Seniority list if the integrated Seniority list meets the following conditions: There shall be no system flush, there shall be no removal of Pilots from their positions,

the integrated Seniority list shall not have a material adverse impact on the operations of the air carriers involved in the operational merger, and the integrated Seniority list shall not result in a material increase in costs to the air carriers involved. The arbitrator shall also be bound by the above conditions.

- ii. Prior to integration of Seniority Lists in accordance with paragraph 2.a above if the operations of the air carriers are to be merged, the parties to this Agreement shall negotiate a mutually agreeable fence agreement. The fence shall remain in effect until Seniority Lists and CBAs (or CBA and non-CBA work rules for a non-unionized work group) are merged. Until the fences are removed, the operations of each pre-transaction carrier shall remain separated. If the fence agreement cannot be reached within 60 days of a request by either party to begin negotiations, all unresolved issues shall be submitted to interest arbitration. The arbitrator's resolution of the disputed issues shall be on an issue-by-issue basis, rather than a "total package" basis, and shall be binding on the parties with respect to the particular dispute but shall have no precedential or binding effect on other or future disputes arising under this subparagraph.
- iii. Unless and until an operational merger is finally effectuated, the Association shall continue to be recognized as the representative of the pre-merger Pilot craft or class of the Company to the extent provided by law. In the event of an operational merger, the representative of the post-merger craft or class shall be established pursuant to Section 2, Ninth of the Railway Labor Act, as amended.
- iv. Prior to an operational merger, the surviving air carrier and the representative of the consolidated, post-merger Pilot craft or class shall negotiate modifications to the CBAs (or to the work rules if no CBA is in place for one or more work groups), to the extent necessary to permit the integration. Such modifications do not contemplate a change in pay rates unless the merging work groups have different pay rates for the

same aircraft type and those aircraft types have comparable operations. In such event the two pay rates shall be aligned by agreement of the parties or by the arbitrator if no agreement can be reached.

A modified agreement contemplated in this paragraph does not require ratification by the full Association membership.

If a modified agreement is not executed within nine months from the date a final and binding integrated Seniority list is issued, the parties shall submit outstanding issues to binding interest arbitration. The arbitrator's resolution of the disputed issues shall be on an issue-by-issue basis, rather than a "total package" basis, and shall be binding on the parties with respect to the particular dispute but shall have no precedential or binding effect on other or future disputes arising under this subparagraph. Until such time as a fully merged agreement is reached, either through bargaining or arbitration, the surviving air carrier may continue to operate the two carriers separately.

3. Pilot Protections in the Event of an Acquisition of an Air Carrier

Unless otherwise agreed, the following provisions shall apply in the event of a Successor Transaction that affects the Seniority rights of Pilots on the 21 Air Seniority list where the Company acquires another air carrier and shall bind the Successor of 21 Air.

- i. If Pilots of the acquired carrier are hired by the Company, the Seniority lists of the respective Pilot groups shall be integrated pursuant to Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions ("LPPs"). The parties shall promptly initiate the Seniority integration procedures of Sections 3 and 13 following announcements of an operational merger affecting the Seniority rights of the Pilot groups. If an integrated Seniority list cannot be resolved within 90 days of the announcement of an operational merger affecting the Seniority rights of

the Pilots groups, all unresolved issues shall be promptly submitted to interest arbitration, and a decision shall be issued within 60 days of the hearing. The arbitrator's resolution of the disputed issues shall be on an issue-by-issue basis, rather than a "total package" basis, and shall be binding on the parties with respect to the particular dispute but shall have no precedential or binding effect on other or future disputes arising under this subparagraph. The Company or other Successor, as appropriate, shall accept the integrated Seniority list if the integrated Seniority list meets the following conditions: There shall be no system flush, there shall be no removal of Pilots from their positions, the integrated Seniority list shall not have a material adverse impact on the operations of the air carriers involved in the operational merger, and the integrated Seniority list shall not result in a material increase in costs to the air carriers involved. The arbitrator shall also be bound by the above conditions.

- ii. Prior to integration of Seniority lists in accordance with paragraph c (2) above if the operations of the air carriers are to be merged, the parties to this Agreement shall negotiate a mutually agreeable fence agreement. The fence shall remain in effect until Seniority lists and CBAs (or CBA and non-CBA work rules for a non-unionized work group) are merged. Until the fences are removed, the operations of each pre-transaction carrier shall remain separated. If the fence agreement cannot be reached within 60 days of a request by either party to begin negotiations, all unresolved issues shall be submitted to interest arbitration. The arbitrator's resolution of the disputed issues shall be on an issue-by-issue basis, rather than a "total package" basis, and shall be binding on the parties with respect to the particular dispute but shall have no precedential or binding effect on other or future disputes arising under this subparagraph.
- iii. Unless and until an operational merger is finally effectuated, the Association shall continue to be recognized as the representative of the pre-merger Pilot craft or class of the Company to the extent provided by

law. In the event of an operational merger, the representative of the post-merger craft or class shall be established pursuant to Section 2, Ninth of the Railway Labor Act, as amended.

- iv. Prior to an operational merger, the surviving air carrier and the representative of the consolidated, post-merger Pilot craft or class shall negotiate modifications to the CBAs (or to the work rules if no CBA is in place for one or more work groups), to the extent necessary to permit the integration. Such modifications do not contemplate a change in pay rates unless the merging work groups have different pay rates for the same aircraft type and those aircraft types have comparable operations. In such event the two pay rates shall be aligned by agreement of the parties or by the arbitrator, if no agreement can be reached.

A modified agreement contemplated in this paragraph does not require ratification by the full Association membership.

If a modified agreement is not executed within nine months from the date a final and binding integrated Seniority list is issued, the parties shall submit outstanding issues to binding interest arbitration. The arbitrator's resolution of the disputed issues shall be on an issue-by-issue basis, rather than a "total package" basis, and shall be binding on the parties with respect to the particular dispute but shall have no precedential or binding effect on other or future disputes arising under this subparagraph. Until such time as a fully merged agreement is reached, either through bargaining or arbitration, the surviving air carrier may continue to operate the two carriers separately.

C. New Aircraft Type

1. The Company may introduce new aircraft type affecting Pilots covered by this Agreement.
2. In those instances where the Company introduces new aircraft type for which rates of pay exist under this Agreement, the rates of pay, rules and working conditions applicable to such aircraft shall be based on the Agreement.
3. Any disputes about the operation of this provision shall be submitted to arbitration.
4. In those instances where the Company intends to introduce into service an aircraft type for which there are no existing pay rates specified in this Agreement, the Company shall provide prompt written notice to the Association President. The parties may meet at any time prior to the introduction of the new aircraft type to negotiate the applicable rates of pay and work rule changes (with any work rule changes limited to the extent required to operate the new aircraft type). If the new aircraft type can be operated under the existing work rules in this Agreement, no work rule modifications would be contemplated by this paragraph.
5. If the parties are unable to reach agreement on the issues bargained pursuant to the provisions of paragraph C.4 above 60 days prior to the date of the introduction of the new aircraft type, they shall submit the issues to interest arbitration. The arbitrator's resolution of the disputed issues shall be on an issue-by-issue basis, rather than a "total package" basis, and shall be binding on the parties with respect to the particular dispute but shall have no precedential or binding effect on other or future disputes arising under provisions related to new aircraft type.
6. The Company may operate the new aircraft type prior to reaching an agreement with the Association on all disputed issues, or the issuance of an arbitrator's final decision, whichever is applicable. The agreement or the arbitrator's decision shall be retroactive to the commencement of operations of the new aircraft type. Rates of pay or work rules (with any work rule changes limited to the extent required to operate the new aircraft type) shall be retroactive to the first day of

the operation of the new aircraft type for Pilots who operated such aircraft unless the agreement or arbitrator's decision otherwise provides. In no event shall such modifications be retroactive any earlier than the first day of the operation of such new aircraft type.

D. Foreign Operations

1. The Company shall continue to be subject to the Railway Labor Act, as amended, with its headquarters, senior management and Flight Operations Department situated within the United States.
2. The Company may open a foreign operating base to perform flying covered by this Agreement utilizing Pilots on the company Seniority List.
3. Nothing herein shall preclude an affiliated or contracted carrier from establishing air operations that operate exclusively outside the United States or for flights that originate or end in the United States, but do not both originate and end in the United States.

E. Expedited Arbitration

1. The parties agree to arbitrate any dispute between the parties over Section 1 on an expedited basis. Any such grievance shall proceed directly to the System Board of Adjustment sitting with a neutral arbitrator acceptable to both parties. That neutral shall be selected within 10 days of the filing of the grievance or notice of a dispute to the other party. The hearing shall take place no later than 30 days after the selection of the neutral arbitrator. The decision of the System Board of Adjustment shall be rendered no later than 30 days after the record is closed. Timelines, as referenced in this paragraph, may be extended by mutual agreement of the parties in writing.
2. The Arbitration Panel for Section 1 shall consist of five arbitrators selected by the parties. Arbitrators for disputes arising under this Section shall be selected by alternately eliminating names from the list. The party eliminating first shall be selected by a coin toss or other mutually agreed method.

SECTION 2 - MANAGEMENT RIGHTS

The rights of ownership, the management of the Company and the direction of Pilots are vested exclusively with the Company. Such rights include, but are not limited to, the right to determine qualifications for initial employment and for continued employment; to hire and assign employees, including Pilots; to enact a handbook and rules that do not directly conflict with any provision of this Agreement, to direct, plan and control operations; to schedule flying operations; to determine the size and composition of the workforce; to maintain good order and efficiency; to determine the means of providing services to its customers, clients and passengers, including the size, type and number of aircraft to be utilized in providing the service; to establish new services, flight schedules for Company aircraft, and areas of service; to determine the quality of service; to transfer equipment from one base to another; to establish and change rules, policies and procedures; to determine what equipment will be utilized and allocated; to discontinue operations (i.e., fleet disposal); to determine where to perform all or any part of its operations. The rights of management shall not be exercised so as to violate or conflict with any provision of this Agreement, the Railway Labor Act or applicable FARs.

SECTION 3 - DEFINITIONS

ACTIVE SERVICE: Shall mean a period of time during which a Pilot is on pay status in training, flying or performing paid duty for the Company.

ADEQUATE REST FACILITY: Shall mean a quiet, dark, climate-controlled room with a recliner/couch suitable for resting, with access to clean restroom facilities. If rest facility is to accommodate a Rest Period then a hotel room will be provided.

AGREEMENT: Shall, where referenced as Agreement, mean the Collective Bargaining Agreement.

AUGMENTED TIME: Shall mean the amount of Block Time a Pilot is on duty as an additional Pilot on board the aircraft to replace another qualified Pilot for in-flight rest under the augmented crew FARs. For a flight using augmented Pilot(s), the Hard Time for the Pilots crewing the aircraft equals the total Block Time for such flight, including time spent on the aircraft, in both flying and non-flying duties.

BID LINE: Shall mean a line of flying during a Bid Period which is published for bidding to the Pilots and which is bid on by Seniority. A Bid Line may include scheduled flying, reserve periods, G-Days, Training, or other duty.

BID PERIOD: Shall mean a period of time designated by the Company for the purpose of scheduling and bidding of lines. There will be at least 12 Bid Periods per calendar year.

BLOCK TIME: Shall mean the period of time when the aircraft pushes back from the gate; and ending when the aircraft comes to rest at the blocks whether it be at the next point of landing or at the original point of departure (if in the case of an interrupted flight).

CHECK PILOT – ALL CHECKS: A pilot who has been approved by the FAA to conduct line operations training and checks as well as simulator training and checks.

CREDIT: Shall mean the amount of time credited to a Pilot in a Bid Period, including both Hard Time and Soft Time.

CREW BASE: As designated, by the Company, where Pilots will be stationed, not necessarily the same as a Pilot's Resident Airport.

DATE OF HIRE: Shall mean the date a Pilot first commences his or her employment with the Company.

DAY: Shall mean a twenty-four (24) hour period starting at midnight and ending at midnight UTC.

DAY-OFF: Shall mean a day off free from duty.

DEADHEAD: Shall mean a Pilot flying in a passenger seat, or not a part of the working crew, who is being repositioned by the Company, as part of a workday. Pay credit for such Deadhead is considered Soft Time, unless on G-Days

DOMICILE: Shall mean the airport where a Pilot is based.

DUTY RIG: Shall mean pay credit based on the amount of time that the Pilot spends on duty (a duty period that is domicile-to-domicile with no off-duty time). Duty Rig is not used for calculating pay credit for training except for IOE.

FAR: shall mean the United States Federal Aviation Regulations, as may be amended from time to time.

FLIGHT TIME: Shall mean for the purpose of FARs the time which commences when the aircraft moves under its own power for the purpose of flight and ends when the aircraft comes to rest after landing.

FURLOUGH: Shall mean the removal of a Pilot from active duty as a Pilot with the Company due to a reduction in force or due to the needs of the Company.

G-DAY: Guaranteed Days off free from duty.

GROUND SCHOOL INSTRUCTOR: A person qualified to perform ground instruction as defined in the Company FOTM.

HARD TIME: Shall mean Block Time at the controls, Augmented Time as a non-flying Pilot on board the aircraft to replace another qualified Pilot for in-flight rest under the augmented crew FARs, instructor/office time based on daily credit, and simulator support time based on daily credit. Hard Time credit over 65 hours is the only credit paid as Overtime, and Overtime is only paid for those hours over 65.

LINE CHECK PILOT: A Pilot approved by the FAA to conduct aircraft flight training and checking as defined in the Company FOTM.

IOE: Shall mean Initial Operating Experience.

LOFT: Shall mean Line Oriented Flight Training.

LONGEVITY: Shall mean the period of active service commencing on the Pilot's Date of Hire and thereafter accumulated as a Pilot. Longevity is used for the purpose of compensation and benefits outlined by this Agreement.

MONTH: Shall mean the period of time commencing with and including the first day of a calendar month up to and including the last day of the month except that, for compensation purposes: January includes the 1st through 30th of January, February includes January 31st through March 1st, and March includes March 2nd through the 31st.

OVERTIME: Overtime time is based on Hard Time credit only and is paid at 1.5x a Pilot's hourly rate set out in Section 5.F below. This means that when a Pilot reaches 65 hours of Hard Time credit, the Pilot who earns additional Hard Time over 65 hours for a Bid Period is credited with Overtime for those hours over 65.

PC: Shall mean Proficiency Check.

PER DIEM: Shall mean a payment to a Pilot outlined in this Agreement to cover allowable expenses while on duty as contemplated in Section 5 (Compensation).

PIC: Shall mean Pilot in Command, or Captain.

PILOT: Shall mean Captain or First Officer.

RESERVE: Shall mean a time period during which a Pilot so assigned must be available to be called and report for duty.

RESIDENT AIRPORT: means an airport located within the contiguous 48 states designated, as mutually agreed to between the Pilots and the Company.

REST PERIOD: Shall mean time during which a Pilot is free from all duty.

SENIORITY: Shall mean a ranking of all Company Pilots determined by a Pilot's Date of Hire.

SIC: Shall mean Second in Command, or First Officer.

SICK TIME: Shall mean Day(s) during which a Pilot is unavailable for duty due to illness or injury. Sick Time will reduce a Pilot's guarantee unless the Pilot uses earned and accrued sick pay to cover such unavailability.

SIMULATOR INSTRUCTOR: A Pilot qualified to conduct simulator training as defined in the Company FOTM.

SOC: Shall mean System Operations Control.

SOFT TIME: Shall mean all other credit time not considered Hard Time. This may include Duty/Trip Rig (as outlined in Section 5 (Compensation)) above any Block Time credit, training, sick, Deadhead and vacation credit. Soft Time credit is not paid as Overtime.

VACATION BLACK OUT PERIODS: Shall mean periods that are considered the peak periods during which vacation time is not open for bid and vacations are not available. The Company may determine based on peak flying to allow some Vacation bids. It is the Company's sole discretion on how many, if any, vacation bids will be assigned during the Black-Out Period based on the needs of the planned operation.

SECTION 4 – SENIORITY

A. Application of Seniority

Except as may otherwise be provided in this CBA, Seniority shall govern all Pilots for the purpose of Section 6 (Scheduling) Section 9 (Vacations), Section 12 (Vacancies) and Section 15 (Furlough and Recall). Section 6 (Scheduling) and Section 9 (Vacations) bidding shall be on the basis of Seniority, position (SIC or PIC), equipment, and Domicile. Section 12 (Vacancies) shall be bid on the basis of Seniority. Pilots shall be furloughed or recalled under Section 15 (Furlough and Recall) on the basis of Seniority, position (SIC or PIC), equipment and Domicile.

B. Seniority Accrual.

Seniority shall begin to accrue on the Date of Hire by the Company as a Pilot and shall continue to accrue during such period of employment. A Pilot shall be considered as first employed on the date the Pilot first reports to commence training as a Pilot for the Company. When two or more Pilots have a Date of Hire on the same date, the Pilots will be placed on the Seniority list in order of their birthday. A Pilot will retain and accrue Seniority unless he or she:

1. Resigns or is terminated.
2. Is on a leave of absence longer than 90 days unless protected by law (such as USERRA).
3. Is on a furlough for a period longer than three (3) consecutive years.
4. Fails to return from furlough after recall.
5. Retires.
6. Engages in other employment while on leave of absence without the written consent of the Director of Operations, or his, or her, designee.
7. Is absent from work or assignment for greater than 3 days without having notified 21 Air of reason for not being able to report for duty.

C. Management Pilots

1. Pilots in Management Positions

Pilots in management roles shall retain and continue to accrue Seniority on the Seniority list while performing such management duties.

2. Outside Hires

A Pilot hired from outside the Company for a management position in the Company after the effective date of this Agreement may be assigned a Seniority number at the time he or she commences training as a Pilot for the Company.

3. Removal from Management Pilot Position

A management Pilot who retains his or her status on the Seniority list may return to line flying unless his or her employment with the Company has been terminated while serving as a manager. Termination of a management Pilot from employment with the Company shall not be subject to the grievance or system board provisions of the Agreement.

4. Management Pilots Returning to Line Flying

In the event a management Pilot referred to in this Section returns to active line flying status, the Pilot shall be awarded a position, based upon his or her Seniority and bid for the filling of vacancies. Until such vacancy award and commencement of training for such position (if necessary), he or she may perform duty in any aircraft program in which he or she holds a type rating and shall be placed on a schedule of the Company's choosing until such time as he or she is able to bid for his or her schedule.

5. Limitations on Management Line Flying

A Pilot holding a management position may engage in line flying (1) in connection with his or her own training or training of other Pilots in accordance with the Agreement, including performing in the capacity of FAA-Designated Check Pilot or Instructor; (2) Maintaining currency, skills and line familiarity in any aircraft type; (3) as needed to support the Company's operations; and (4) as may be provided elsewhere in the Agreement.

D. Seniority List

The Company shall provide to the Association an electronic copy of the Company Seniority list compiled in accordance with this Section at least annually on July 1. The Seniority list shall include each Pilot's name, date of hire, and Captain or First Officer status.

E. Seniority List Protest

All Pilots shall be listed on the Seniority list and each Pilot shall be permitted a period of 30 days after posting of such list to protest in writing to the Company any omission or incorrect posting affecting his or her Seniority. Such protest shall only concern errors and omissions pertaining to the most recently published list.

F. Probation

Pilots shall be on probation until they have accumulated 12 months of active service with the Company from Date of Hire.

SECTION 5 - COMPENSATION

Except as provided elsewhere in this Agreement, all Pilots shall be compensated in accordance with this Section.

A. Bid Period Guarantee

1. A Pilot will be paid a 65-hour minimum guarantee per Bid Period at his or her hourly rate in Section 5.F below. A Pilot's minimum guarantee is based on 18 duty days at 3 hours and 37 minutes per day for a Bid Period. A Pilot's minimum guarantee will be adjusted downward in the event of an assignment drop, failing to appear for an assignment, missing an assignment or being replaced on an assignment for failure to timely respond or failure to be contactable as required, or other UTC (Unable to Contact), taking unpaid sick leave, taking an unpaid leave of absence, or any other absence not covered by paid leave. A Pilot whose required documents expire (such as a passport or medical certificate) will have his or her minimum guarantee adjusted downward and will not receive guarantee from the date the document(s) expired through the date the document(s) are renewed or reinstated.

B. Pay Credits

1. A Pilot will be credited toward his or her minimum guarantee for all Hard Time and Soft time earned during the Bid Period. In addition to the Pilot's 65-hour guarantee, a Pilot will be paid for time credited above 65 hours per Bid Period at the Pilot's hourly rate in Section 5.F below. A Pilot will be paid Overtime of 1.5x his or her hourly rate in Section 5.F below if he or she receives Hard Time credit totaling more than 65 hours in a Bid Period.
2. Hard Time is Block Time at the controls, Augmented Time as a non-flying Pilot on board the aircraft to replace another qualified Pilot for in-flight rest under the augmented crew FARs, Instructor/Office time based on daily credit, and simulator support time based on daily credit. Hard Time credit over 65 hours earned in a single Bid Period is the only credit paid as Overtime, and Overtime is only paid for those Hard Time hours over 65.

C. Soft time is time credited other than Hard Time, such as Duty/Trip Rig above actual Block Time/Augmented Time, training, sick and vacation credit. Soft time is not paid at an Overtime rate in any circumstance.

D. New Hire Compensation

1. A new hire Pilot shall receive 60% of the 65-hour guarantee based on the current pay scale for his/her first-year hourly rate, while in training. If the training begins on any day other than the first day of the month, the 60% pay will be pro-rated based on the number of days in the month multiplied by a daily rate. If the Training begins on or after the 25th of the month, earnings will be carried over to the next issued paycheck on the 15th of the following month. Pilots will begin full hourly pay of his or her 65-hour guarantee at the successful completion of his or her LOFT. The 65-hour guarantee will be pro-rated if the LOFT is completed on any day other than first of the month.
2. The Company may elect to perform ground school, general subjects, through a distance learning protocol utilizing an electronic Learning Management System (LMS). The LMSs that are currently being used include: CPAT and Ascend. During the 100% distance learning, the initial new hire will not be paid for the completion of the training. The time of service will be credited as “date of hire” for insurance purposes.
3. Once an initial new hire Pilot reports for simulator training, he/she will be compensated at full 65-hour guarantee pay, per month, at the first year Captain/First Officer rate of pay. During the initial training period days off and schedule will be determined by the Training Department.

E. Recurrent, Upgrade or Transition Training Compensation

1. Qualified Pilots in training are credited 3 Hours and 37 minutes per day during training events. This includes Recurrent Ground School and Simulator Training Events.
2. Pilots in Upgrade or Transition Training are paid guarantee only while in training and are not awarded G-days as the training schedule does not account for them.

Pilots in Upgrade training will not receive the new pay rate until the completion of OE and the FAA observation. However once fully qualified in their new position, the effective date for the pay rate will be the date of simulator training completion to include the Pilots' PC and Loft. Pilots will receive the difference in pay rate on the Pilot's next scheduled pay period.

F. Longevity and Compensation

1. A Pilot's hourly rate of pay shall be based on his or her Longevity and crew status. An SIC who successfully upgrades to PIC will be paid on the PIC scale based on his or her Longevity. Thus, an SIC with Four (4) years of Longevity who upgrades to PIC will be paid at the Four (4) year PIC rate.
2. The Longevity of a Pilot employed by the Company shall be his or her longevity on the effective date based on the first day the Pilot reports for Training (Date of Hire)
3. Longevity shall continue to accrue following the effective date.
4. Longevity increases are effective the day following the Pilot's Date of Hire anniversary adjusted for any service interruptions such as furlough or leave of absence.
5. A Pilot who is furloughed, loses his or her medical, is on a medical leave, other leave of absence or other long-term absence shall retain his or her Longevity for pay, vacation and benefits, but Longevity accrual and accrual of vacation and sick leave will cease after the first 90 days of such absence.

F. First Officer Pay Scale, Boeing 767 (* Years of Service)

YOS*	Current	1-Aug-2021	1-Aug-2022	1-Aug-2023	1-Aug-2024	1-Aug-2025	1-Aug-2026	1-Aug-2027
	FIRST OFFICER							
1	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
2	\$89.00	\$90.96	\$92.96	\$95.00	\$97.09	\$99.23	\$101.41	\$103.64
3	\$93.00	\$95.05	\$97.14	\$99.27	\$101.46	\$103.69	\$105.97	\$108.30
4	\$97.00	\$99.13	\$101.31	\$103.54	\$105.82	\$108.15	\$110.53	\$112.96
5	\$101.00	\$103.22	\$105.49	\$107.81	\$110.19	\$112.61	\$115.09	\$117.62
6	\$105.00	\$107.31	\$109.67	\$112.08	\$114.55	\$117.07	\$119.65	\$122.28
7	\$109.00	\$111.40	\$113.85	\$116.35	\$118.91	\$121.53	\$124.20	\$126.94
8	\$113.00	\$115.49	\$118.03	\$120.62	\$123.28	\$125.99	\$128.76	\$131.59
9	\$117.00	\$119.57	\$122.20	\$124.89	\$127.64	\$130.45	\$133.32	\$136.25
10	\$121.00	\$123.66	\$126.38	\$129.16	\$132.00	\$134.91	\$137.88	\$140.91
11	\$125.00	\$127.75	\$130.56	\$133.43	\$136.37	\$139.37	\$142.43	\$145.57
12	\$129.00	\$131.84	\$134.74	\$137.70	\$140.73	\$143.83	\$146.99	\$150.23

G. Captain Pay Scale, Boeing 767 (* Years of Service)

YOS*	Current	1-Aug-2021	1-Aug-2022	1-Aug-2023	1-Aug-2024	1-Aug-2025	1-Aug-2026	1-Aug-2027
	CAPTAIN							
1	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00
2	\$134.00	\$136.95	\$139.96	\$143.04	\$146.19	\$149.40	\$152.69	\$156.05
3	\$138.00	\$141.04	\$144.14	\$147.31	\$150.55	\$153.86	\$157.25	\$160.71
4	\$142.00	\$145.12	\$148.32	\$151.58	\$154.91	\$158.32	\$161.81	\$165.37
5	\$146.00	\$149.21	\$152.49	\$155.85	\$159.28	\$162.78	\$166.36	\$170.02
6	\$150.00	\$153.30	\$156.67	\$160.12	\$163.64	\$167.24	\$170.92	\$174.68
7	\$154.00	\$157.39	\$160.85	\$164.39	\$168.01	\$171.70	\$175.48	\$179.34
8	\$158.00	\$161.48	\$165.03	\$168.66	\$172.37	\$176.16	\$180.04	\$184.00
9	\$162.00	\$165.56	\$169.21	\$172.93	\$176.73	\$180.62	\$184.60	\$188.66
10	\$166.00	\$169.65	\$173.38	\$177.20	\$181.10	\$185.08	\$189.15	\$193.31
11	\$170.00	\$173.74	\$177.56	\$181.47	\$185.46	\$189.54	\$193.71	\$197.97
12	\$174.00	\$177.83	\$181.74	\$185.74	\$189.82	\$194.00	\$198.27	\$202.63
13	\$176.00	\$179.87	\$183.83	\$187.87	\$192.01	\$196.23	\$200.55	\$204.96
14	\$178.00	\$181.92	\$185.92	\$190.01	\$194.19	\$198.46	\$202.83	\$207.29
15	\$180.00	\$183.96	\$188.01	\$192.14	\$196.37	\$200.69	\$205.11	\$209.62

H. Pay Date

1. 21 Air will issue paychecks on the 1st and the 16th day of the month. The paycheck on the 1st day of the month will be for half of the Pilot's monthly guarantee for the second half of the previous Bid Period. The paycheck on the 16th day of the month will be for the first half of the Pilot's guarantee for the current Bid Period, plus or minus any adjustments to guarantee for the prior Bid Period, plus pay for additional hours over guarantee for the prior Bid Period. Allowable expenses submitted for reimbursement by the 4th of the month, plus per diem for the prior Bid Period are paid on the 16th. If the 1st or the 16th of the month is on a weekend or holiday the paycheck will be issued on the following Monday.

I. Trip Rig/Duty Rig

1. Pilots are credited with the greater of Hard Time, Trip Rig, or Duty Rig for his or her Trips during a Bid Period. Trip Rig/Duty Rig credit will commence 60 minutes prior to scheduled departure, and continue until 30 minutes after block in. For a Deadhead, Trip Rig/Duty Rig credit will also commence 1 hour prior to scheduled departure, and continue until 30 minutes after block in.
2. Duty Rig. Pilots will be credited at a rate of 1:4 (1 pay hour credit for every 4 hours away from base) of duty time domicile to domicile with no off-duty time. Duty Rig is not a limitation, but rather a method of computing pay based upon the amount of time on Duty. Typically, it will define the amount of pay awarded for each hour on duty, and it is defined as a ratio of hours of duty to hours of actual flying time, or hours of "Credit".

EXAMPLE: Pilot reports for duty at 0100, flies 30 minutes to Airport X, waits 3½ hours, and then flies back to base, flying another 30 minutes. He or she is relieved of duty at 0700. Based on Block Hours alone, he or she would receive 1 hour of pay. But with a Duty Rig of 1:4, he or she would instead receive 1.5 hrs. of pay for the six hours on duty. (These are not typically additive, but rather the "whichever is greater" variety.)

3. Trip Rig. Pilots will be credited at a rate of 1:4 (1 pay hour credit for every 4 hours of a Trip) based on the time a Pilot reports for duty until the time the Pilot is released from duty in domicile.

EXAMPLE: 1:4 Trip Rig.

A Pilot reports for duty in his, or her, MIA domicile at 1500Z (Zulu time) on Monday. The Pilot flies to CCS then BOG and arrives at 2230Z. The Pilot has a 30 minute debrief, so he, or she, is released from duty at 2300Z. The Pilot has a BOG layover and flies back to MIA the next day, arriving at 2300Z, with a release time of 2330Z. The Pilot was away from domicile for a total of 32:30 hours. In order to find out what a trip rig would pay on this, the Pilot would take 32.5 and divide it by 4. The result is 8:125. If the total BLOCK time was 7:30, the Pilot would be credited the greater of Trip Rig or Block Time and in this case, it would be Trip Rig of 8.125, this is the amount times the Pilot's hourly rate that the Pilot would receive in pay credit.

4. A Pilot does not receive Flight Time plus Trip Rig credit, plus Duty Rig credit. The Pilot receives the greater of Duty Rig, Trip Rig or total Block Time only.
5. No Trip/Duty Rig is paid during training with the exception of IOE.

J. Day-Off (G-Day) Pay

1. A Pilot will be paid 1.5x their hourly rate for Hard Time, or a minimum of 5 hours at 1.5x their hourly rate, whichever amount is greater, for each G-Day during which a Pilot performs flying. This G-Day pay will be paid above guarantee regardless of the amount of a Pilot's guarantee. A block in buffer of 3 hours into the next calendar day (Zulu time) is applicable to the 5-hour minimum on a G-Day outlined above, thus a Pilot who blocks in at 0259z does not receive an additional 5 hour minimum.
2. G-Day rate will be paid at whatever is greater, minimum of 5 hours, credit hours or trip rig.
3. Day-Off Pay During Training. The Company will use its best efforts not to schedule training during G-Days, but in the event of something beyond the control of the

company the G-Day will be re-assigned by mutual agreement. If the Pilot will go out of currency the training on a G-Day cannot be refused and the G-Day will be rescheduled.

K. Overtime Pay

Overtime is paid at rate of 1.5x of a Pilot's hourly rate when 65 hours of Hard Time is exceeded for that Bid Period. Soft time is not paid at an Overtime rate in any circumstance, except G-Day.

L. Show No GO Duty Period

If a Pilot shows for a flight and the Pilot does not fly, and then is released from duty, the Pilot is credited with a minimum of 1 hour, or his or her total time spent on duty as Duty Rig credit whichever is greater.

M. Drug and Alcohol Testing

A Pilot who takes a random drug or alcohol test shall be paid one (1) hour of pay credit.

N. Simulator Support

When a pilot is assigned simulator support during any training or checking event, he/she will be credited four (4) hours of flight pay credit (HARD TIME) for each sim period

O. Instructor, Line Check Pilot, Check Pilot -All Checks and Check

Pilot Inspector Pay

1. Line Check Pilot

A Line Check Pilot will be paid an override of fifteen dollars (\$15.00) per hour for all hours flown or credited, regardless of whether Instructor or Line Check Pilot duties are being performed. Any increase in the Line Check Pilot override will be applied uniformly.

2. Instructor Pay

i. Ground School Instruction

When a Pilot performs ground school instruction, he will be paid an override of ten dollars (\$10.00) per classroom hour. Any increase in the ground school instructor rate will be applied uniformly.

ii. Simulator Instruction

When a Pilot performs simulator instruction, he/she will be paid an override of Fifteen dollars (\$15.00) per simulator hour including pre-briefing and debriefing. Any increase in the simulator instructor override will be applied uniformly.

iii. Check Pilot - All Checks

Check Pilot All Checks will receive an override of twenty dollars (\$20.00) per hour for all hours flown or credited, regardless of whether Instructor or Check Pilot duties are being performed. Any increase in Check Pilot All Checks override will be applied uniformly.

iv. FAA Designated Authorized Check Pilot Inspector

Check Pilot inspector receive an override of Twenty dollars (\$20.00) per hour for all hours flown or credited, while performing FAA authorized task. This increase is in addition to any override currently being applied, solely while performing this function.

P. Per Diem

1. Per Diem will be paid at \$2.55/hr. Per Diem starts at report time, 60 minutes prior to scheduled departure from assigned base and ends 30 minutes after block in, at Pilot's assigned base.
2. Europe and Asia Per Diem will be paid at \$3.50 per hour, 60 minutes prior to scheduled departure from the Pilot's base and ends 30 minutes after block in, at Pilot's assigned base.

Q. Vacation

A Pilot will accrue vacation at a rate of three (3) hours and thirty-seven (37) minutes, per eligible day(s). Vacations will be awarded in accordance with Section 9 of the CBA.

R. Expenses

All requests for expense reimbursement must be submitted to the Company using the method designated by the Company (currently via email with attachments to admin@21air.us). Such requests must be submitted by the 4th day of each month for payment on the 16th day of each month.

S. Lodging Expenses

While on duty, the Company will pay for reasonable lodging, tax, and Company-related telephone calls or faxes. In the event the hotel does not provide free internet access, the Captain is authorized to purchase basic internet access. The Pilots maybe required to provide a personal credit card, at check-in, as he/she will be responsible for all other incidental charges, when checking out. The Company will designate and provide suitable single occupancy lodging in a location convenient to the airport. The Association may request to meet and confer with the Company concerning any issues about the suitability of a crew hotel.

T. Transportation Expenses

1. When the Company is required to provide lodging, the Company will provide transportation between the airport and the place of lodging. When transportation is not provided by the Company/Hotel, within sixty (60) minutes after the arrival at the designated crew pickup location, a Pilot may use any reasonably priced available means of transportation to the place of lodging and will be reimbursed for expenses substantiated by receipts.
2. If there is no suitable eating facility at/or within 1/2 mile of the hotel, transportation will be provided to and from a restaurant if not provided by the hotel.

3. Rental Car

On Layovers, with the approval of the Director of Operations, the Pilot may rent a car, limited to one (1) car per crew. Moving violations, parking tickets and all other incurred expenses (i.e., fuel and tolls) in connection with such rental cars are the responsibility of the Pilot.

4. Personal Vehicle

If a Pilot is authorized by the Company to use his vehicle on Company business, he will be reimbursed at the allowable IRS standard business rate per mile and for necessary tolls substantiated by receipts. The Pilot must indicate the origination and termination points of travel and must properly submit the expense for payment.

U. Uniform Expenses

1. Initial Uniforms

A Pilots will wear the standard uniform as prescribed by the Company while on duty. The cost of the original uniform will be borne by the Company.

2. Maintenance Allowance

The annual uniform maintenance allowance for a Pilot will be one-hundred and fifty dollars (\$150.00), paid during the first bid period following the anniversary of the Pilot Date of Hire and every year thereafter, provided the Pilot is employed at the time the allowance is paid. It is the Pilot's responsibility to maintain his/her uniform in a clean and presentable appearance, if uniform is not maintained the company may ask for receipts to verify allowance has been used for uniform maintenance.

3. Replacement of Damaged Items

The Company will reimburse a Pilot for any items of the uniform that are damaged in the performance of duty. A Pilot requesting reimbursement for replacement of an item damaged in the performance of duty must submit an expense reimbursement form to the Company with the original receipt along with the damaged uniform item.

4. Company Insignia

The Company will provide each Pilot, free of charge, any Company insignia, epaulets or emblem worn as part of the uniform. Such items will remain the property of the Company. Each Pilot will be responsible for replacement of these items if they are lost.

5. Association Insignia

An Association lapel pin may be worn on the uniform with a maximum size as determined by the Company.

6. Changes in Uniform.

The Company will consider the recommendations of the Pilots regarding any changes to the uniform.

V. Crew Meals

The Company will provide crew meals:

1. If a Pilot is scheduled for eight (8) or more hours of duty and is not scheduled for an en-route stop of at least three (3) hours where ground transportation to a restaurant is provided; and
2. On Flight Segments with block-to-block time of six (6) hours or more. When at an airport where catering is available, crew meals will be delivered directly to the aircraft. A flight will not be delayed because of the failure to provide a crew meal. If the Company fails to provide crew meals, the Captain may, upon obtaining approval from the Company, which approval will not be unreasonably withheld, purchase crew meals with Company funds not to exceed reasonable and customary charges. A Pilot will not be required to provide his own meal when the Company is required to provide a crew meal.

SECTION 6 – SCHEDULING AND HOURS OF SERVICE

The Company follows the crew duty and flight limitations set forth by FAR 121.500, and any amendments to the FARs applicable to its operations.

A. Bid Package

The Company will publish a monthly bid package of Bid Lines to the Pilots. Bid lines will be bid for and awarded based on seniority, legality and availability. Under no circumstance will bid lines be constructed and awarded without going through the bid and award process

B. Bid Line Construction

1. Bid Lines will be constructed to the extent reasonably possible to maximize flight hours in the minimum amount of days. Bid lines will typically be constructed in the following ways:
 - a. HARD LINES- All known flying prior to construction of the lines.
 - b. COMPOSITE LINES- A mix of known flying and reserve days.
 - c. RESERVE LINES- All reserve days.
 - d. TRAINING LINES- Lines built to accommodate known training events for Check Pilots. May contain flying or other duty if needed.
 - e. TRANSITION DAYS- The Company may include up to three (3) transition days that fall into the next bid month. All time accumulated on transition days is paid in the new bid month.

2. **For 30 day bid periods**, Bid Lines will consist of Eighteen (18) days of duty, and Twelve (12) G-Days (days off) scheduled as follows:
 - a. Twelve (12) Consecutive Days Off (G-days) in a row; or,
 - b. Two (2) 6 days Off (G-days) periods.

3. **For 31 day bid periods**, Bid Lines will consist of Eighteen (18) days of duty, and Twelve (12) G-Days (days off) scheduled as follows:
 - a. Twelve (12) Consecutive Days Off (G-days) in a row; or,
 - b. Two (2) six (6) Days Off (G-days) periods and
 - c. One (1) Open Day

4. **If February has twenty-eight days (28)**, February will be constructed as follows: January 31st and March 1st will be added to the February bid period, thus constructing a 30-day bid period.

5. **If February has twenty-nine days (29)**, February will be constructed as follows: January 31st will be added to the February bid period, thus constructing February as a 30-day bid period month.

NOTE: The flight schedules that are published in the Bid Lines are subject to change to meet the operational needs of the Company, and accommodate any schedule changes by the customer. These changes will not affect awarded days off (G-Days). Further, the Company may introduce new bid lines depending on the needs of the operation and will give the Association at least 60 days advance notice of any new types of bid lines.

C. **Bidding**

1. Only current and qualified pilots can bid. A Pilot shall not bid, and the Company will not award a bid line to any Pilot whom is not available to fly at least fifty percent (50%) of the awarded flying forecast for that month. Bid Lines will be assigned by the Company if the Pilot has a training event (new hire, upgrade or recurrent) or approved vacation scheduled during the bid period which prevents him/her to complete 50% of bid line flying.

2. Crew scheduling will publish bid lines to the pilot group by the 15th of each month at 12:00 Local (Miami Time) for the following month's Bid Period.
3. The bid period will close on the 18th of the month at 12:00 Local (Miami Time). If a pilot fails to submit their bid within this window, Crew Scheduling will assign any unawarded bid line to the pilot when the bid results are published.
4. If a pilot completes training or returns from a LOA, such as USERRA or FMLA, after the bids have closed for the month, he or she will be assigned a line by crew scheduling. The line will contain the standard G-Days afforded to all pilots.
5. An Instructor or Check Pilot who is on the 21 Air Seniority List(s) may choose to bid a line. Bidding for such line flying will be in accordance with the Pilot's line seniority number.

D. Bid Award

The Company will publish the Bid Award for the following month by the 21st at 12:00 Local (Miami Time).

E. Days Off

Pilots will receive at least Twelve (12) G-days per Bid Period, regardless of a 30-day or 31-day bid month.

F. Day(s) Off Request Policy and Procedure.

1. If a Pilot needs a specific Day Off, the request must be made via an e-mail to the Scheduling department after the Bid Award is published for the following month and before the Month begins. The Scheduling department will evaluate the operational impact and advise the Chief Pilot. The Chief Pilot will evaluate the schedule and review the recommendation of the Scheduling department and approve or deny the request. The Scheduling department cannot approve a day off request.

2. If the request is approved, the Scheduling department will take one of the G-Days Off from the beginning or at the end of a set of Days Off and apply to the requested Day Off. The Day Off that moved will become a reserve day. If the request is denied, the Chief Pilot will work with the Pilot requesting the Day Off to endeavor to resolve the issue.

G. Swaps of Days Off or Trips

Pilots may swap Days Off or trips after the lines are published. The approval process for a swap requires both Pilots to submit an e-mail request to the Scheduling department for consideration. The Scheduling department will evaluate the operational impact and advise the Chief Pilot. The Chief Pilot in conjunction with Scheduling department will evaluate the schedule and review the recommendation of the Scheduling department and approve, or deny, the request. No overtime will be paid for Days Off swaps.

H. Reserve days after Days Off Policy.

The Scheduling department may assign a trip to a Pilot coming off, Days Off only under the following conditions:

1. The trip was assigned prior to going on Days Off.
2. If the trip was not assigned before the Pilot was released on Days Off, the Scheduling department will notify the Pilot of his, or her, first scheduled trip no less than 24 hours prior to departure. In the event that the Pilot was not assigned a flight meeting these requirements, then no flight will be scheduled/assigned until 9 hours after the Day Off ends. The 9 hours ends, at report time, 1 hour before scheduled departure time.

I. Notification of Assignments

1. A Pilot is considered officially notified of an assignment after positive contact has been made. Positive contact is two-way phone communication. Although the Company may attempt contact via e-mail, phone call or text/voice message, or utilizing any systems implemented in the future by the Company, the company must call the pilot and make two-way contact to verify the assignment was received.
2. The Pilot may be held accountable only if he/she fails to answer a direct telephone call within the time frame prescribed below.
3. Once a notification attempt takes place, a Pilot has twenty (20) minutes to acknowledge the assignment. If the Pilot does not contact Crew Scheduling via e-mail, phone call, or other future scheduling notification means within the 20-minute window, the company will attempt to contact the Pilot to notify of the assignment a second time. If 15 minutes after the second attempt the Pilot fails to acknowledge the assignment the Pilot will be considered Unable to Contact (UTC) for such assignment.

J. Reserve

1. Reserve General

- a. R-1, R-2, R-3, and R-4 commence in accordance with this Section.
- b. When a Pilot's reserve status changes to another reserve status, the change becomes effective, in accordance with the start report time associated with his/her initial reserve status.
- c. A Pilot shall not be assigned R-1, R-2 or a combination thereof for more than twelve (12) consecutive hours.
- d. Minimum Rest is at the designated rest facility and does not include any travel time, to or from the reserve location and the rest facility.

- e. The reserve assignments below will be assigned on a daily basis or a series of days. Pilots on reserve must be contactable within the windows as described in Paragraph I, notification of assignments.

2. Airport Reserve (R-1)

R-1 will be performed at any Company designated location. A Pilot on R-1 may be reassigned to another duty status with Crewmember notification in accordance with this Section. Duty Time for R-1 begins when a Pilot reports to the designated location by the Company and ends when the Pilot is released or given another duty assignment. A combination of R-1 and a Flight Assignment will not exceed maximum Duty Periods as set forth in Section 6 (Hours of Service).

- a. Contact: A Pilot on R-1 must be contactable at his designated telephone number
- b. Report: Taking into account operational considerations, a Pilot on R-1 must be able to depart from the Company designated location within 60 minutes of contact by Crew Scheduling.
- c. Maximum Duty Period:
 - i. R-1 shall not exceed eight (8) consecutive hours.
 - ii. The Maximum Duty Period when R-1 is combines with another Duty Assignment is as set forth in Section 6.
- d. Minimum Rest:
 - i. The Minimum Rest Period following R-1 (with no other Duty Assignment is eight (8) hours.
 - ii. When a Pilot of R-1 receives another Duty Assignment, the Minimum Rest Period is as set forth in Section 6.
- e. Compensation: A Pilot who performs R-1 will be credited in accordance with Section 5 (Compensation).
- f. Expenses: The Company shall provide, a Pilot on R-1, lodging and pay per diem in accordance with Section 5 (Expenses).

- g. Assignment: If more than one qualified Pilot, by Type and Crew Class, is on R-1 at the same location, assignments will be on a first-in, first-out basis, except when legality, Flight Time, Duty Time, or scheduled days free of duty considerations preclude such an assignment order.
- h. Rest Facilities: A Pilot on R-1 for more than seven (7) hours will be provided Adequate Rest Facilities.
- i. Consecutive R-1 Days: R-1 Reserve will be limited to six (6) consecutive days

3. Short Call Reserve (R-2)

R-2 will be performed at any Company designated location. A Pilot on R-2 may be reassigned another status with Crewmember notification, in accordance with this Section. R-2 begins at the time designated by the Company and ends when the Pilot is released or given another duty assignment.

- a. Contact: A Pilot on R-2 must be contactable at his designated telephone number.
- b. Report: A Pilot on R-2 must report to a designated location within 60 minutes of contact by Crew Scheduling, unless the Company requires a later time.
- c. Maximum Duty Period:
 - i. R-2 shall not exceed twelve (12) consecutive hours.
 - ii. The Maximum Duty Period when R-2 is combined with another Duty Assignment is as set forth in Section 6.
- d. Minimum Rest Period:
 - i. The Minimum Rest Period following R-2 (with no other Duty Assignment) is eight (8) hours.
 - ii. When a Pilot on R-2 receives another Duty Assignment, the Minimum Rest Period is as set forth in Section 6.
- e. Compensation: A Pilot who performs R-2 will be credited in accordance with Section 5 (Compensation).

- f. Expenses: The Company will provide a Pilot, on R-2, lodging and pay Per Diem in accordance with Section 5 (Expenses). However, a Pilot on R-2 at his residence will not be paid Per Diem.

4. Long Call Reserve (R-3)

The R-3 will be performed at any Company designated location. A Pilot on R-3 may be reassigned to another status with Pilot notification in accordance with this Section 6. Duty Time begins at report Time and ends when the Crewmember is released or given another duty assignment.

- a. Contact: A Pilot on R-3 must be contactable at his designated telephone number.
- b. Report: A Pilot on R-3 must report to a location as directed by the Company, and ready to depart no earlier than (10) hours after he/she responds to the call from Crew Scheduling unless the Company requires a later time.
- c. Maximum Duty Period:
 - i. R-3 shall not exceed sixteen (16) consecutive hours.
 - ii. The Maximum Duty Period when R-3 is combined with another Duty Assignment is as set forth in Section 6 (Hours of Service)
- d. Minimum Rest Period
 - i. The Minimum Rest Period following R-3 (with no other Duty Assignment) is eight (8) hours.
 - ii. When a Pilot on R-3 receives a Flight Assignment, the Pilot shall receive a ten (10) hours rest period prior to reporting for the Flight Assignment.
 - iii. When a Pilot on R-3 receives a Duty Assignment, other than a Flight Assignment, the Minimum Rest Period shall be in accordance with Section 6.
- e. Compensation: A Pilot who performs R-3 will be credited in accordance with Section 5 (Compensation).

- f. Expenses: The Company shall provide a Pilot, on R-3, with lodging and pay Per Diem, in accordance with Section 5 (Expenses). However, a Pilot on R-3 at his/her residence will not be paid Per Diem.

5. Long Call Residence Reserve (R-4)

R-4 will be performed at a Pilot's residence. R-4 begins at 08:00 (Miami Local Time) and ends at 22:00 (Miami Local Time) or ends when the Pilot is released from crew scheduling from reserve duty or assigned another status (R-2 or R-3), with Pilot notification in accordance with this Section.

- a. Contact: A Pilot on R-4 must be contactable at his designated telephone number.
- b. Report: A Pilot on R-4 will report to a location for repositioning as designated by the Company no later than four (4) hours after he/she responds to the call from Crew Scheduling. The rest requirements of d.ii below apply.
- c. Maximum Duty Period
 - i. R-4 shall not exceed sixteen (16) consecutive hours.
 - ii. The Maximum Duty Period when R-4 is combined with another Duty Assignment is as set forth in Section 6 (Hours of Service).
- d. Minimum Rest Period
 - i. The Minimum Rest Period following R-4 (with no other Duty Assignment) is eight (8) hours.
 - ii. When a Pilot on R-4 receives a Flight Assignment, the Pilot shall receive a ten (10) hour rest period prior to reporting for the Flight Assignment. Unless the assignment can be done within a normal 121 duty day based on crew compliment.
 - iii. When a Pilot on R-4 receives a Duty Assignment, other than a Flight Assignment, the Minimum Rest Period shall be in accordance with Section 6.
- e. Expenses: The Company will not provide a Pilot on R-4 with lodging or pay Per Diem.

- f. Compensation: A Pilot shall receive reserve pay credit for R-1, R-2, and R-3 in accordance with Section 5. A Pilot will not receive reserve pay credit while on R-4

K. Report Time and Release from Duty

The official report time and the beginning of duty is 60 minutes before schedule departure time. The Scheduling department may change the report time to more than 60 minutes for operational needs, and the new report time will be used to re-calculate the new Duty period and rest periods. A Pilot is considered release from duty 30 minutes after Block in. If the Pilot requires additional time, the Pilot must contact the Scheduling department immediately with the issue. The Scheduling department will evaluate and determine the release time.

L. Rest Period

1. Ensuring that Pilots have adequate rest periods is not only the Company's policy, but it is also important in the interest of safety and to reduce fatigue. Pilot rest begins 30 minutes after the Pilot blocks in at an outstation or home base. Pilot rest ends 60 minutes before the next scheduled flights block out.
2. Crew scheduling will assign rest period in accordance with the following:
 - i. The Company may not assign, and no Pilot may accept, assignment to any reserve or duty with the certificate holder during any required rest period.
 - ii. Scheduling will attempt to limit the interruption to the final two (2) hours of the rest period.
 - iii. In the event of a delay that is greater than eight (8) hours from the previously assigned duty period, the Pilot will be notified of the new departure time that will include no less than eight (8) hours of rest prior to beginning the new duty period.
 - iv. Before beginning any reserve or flight duty period a Pilot must have been given at least twenty-four (24) consecutive hours free from all duty in any seven (7) consecutive days.

- v. A Pilot who has flown more than eight hours during any twenty-four (24) consecutive hours must be given at least sixteen (16) hours of rest before being assigned to any duty with the certificate holder.
- vi. The Company may not consider a Pilot at rest while the Pilot is engaged in deadhead transportation.
- vii. If a flight duty period is assigned after a Deadhead assignment, Scheduling must ensure that the Pilot can complete the flight assignment, including Deadhead transportation, within the required FAR 121 duty period rules.

M. Modification of Rest Period

If a modification to the beginning of the scheduled rest is necessary due to unforeseen circumstance beyond the control of the Company:

1. The Pilot must contact the Scheduling department immediately and advise of the situation.
2. The Scheduling department will adjust the schedule and notify SOC of the rest needed to meet the rest requirements and notify the Pilot of the new report time and update the Company's systems.

N. Deadhead Travel

1. Deadhead travel is considered Soft Time, and is based off the scheduled Block Time of the assigned flight(s).
2. Deadhead travel is travel required:
 - a. From a Pilot's Resident Airport to a duty location or;
 - b. From a duty location to another duty location or;
 - c. From a duty location back to a Pilot's Resident Airport.
3. Deadhead duty may be assigned after the completion of a flight assignment and prior to a rest period, at the Pilot's discretion. If a Pilot elects to go into rest prior to deadhead, the Pilot will cease to accrue time away from base pay credits.
4. Deadhead Travel will be scheduled on the most direct route when available and as an economically viable method.

5. Deadhead travel back to a Resident Airport will be coordinated with the Pilot prior to being scheduled.
6. If a Pilot elects a rest period to travel back to his/her Resident Airport, at the end of an active-duty assignment, and the projected-accumulated duty time (Actual block + deadhead time) is within eighteen (18) hours, the pilot may not reschedule deadhead arrangements if they encroach on a G-day and may not move said G-Day. However, if the accumulated duty time is projected to exceed 18 hours, then the pilot will have the option to take a crew rest at the destination airport, and reschedule deadhead arrangements, and move G-Day with the consent of Crew Scheduling.
7. At no time may a Pilot change his travel arrangements without the approval of the Chief Pilot or Crew Scheduling. (Moved from 6.F.)

O. One-in-Seven (FAR121.471)

1. A Pilot will receive at least one (1) twenty-four (24) hour period free of all Duty in any consecutive seven (7) days (One-in-Seven). A One-in-Seven may be moved by the Company prior to its commencement, with notice to the Pilot, but will not be assigned retroactively.
2. Any layover which exceeds twenty-four (24) hours free from all duty will be considered a One-in-Seven.

P. Travel and Expenses from a Pilot's Residence to his/her Residence Airport

The Company is not responsible for any expenses related to a Pilot's travel to or from his/her residence to his/her Resident Airport. This includes, but not limited to, taxis, Uber/Lyft or other means of travel, toll(s), gas, or parking.

Q. Open Flying

1. Open flying consists of any known flying not built into the bid lines, ad-hoc charters or other pop-up flying, during a bid period.
2. Open flying will be assigned first to Pilots who have lost flights on his/her awarded bid line, provided the flight does not interfere with other bid line trips or encroach upon a G-Day.
3. Offered in order of seniority, to Pilots, on the Will Fly List.

R. G-Day (Day Off) Flying

1. G-Day flying will be offered first to Pilots on the Will-Fly List in order of seniority.
2. G-Day assignment will not exceed three (3) days unless economically not feasible for the Company to swap out crew.
3. Once a Pilot has been utilized on a G-Day, from a Will Fly List, he/she will not be offered another trip, until all other Pilots on the Will Fly List have been offered a trip.

SECTION 7 – TRAINING

A. General

1. The provisions of this Section 7 shall apply to all Company and FAA required training, including but not limited to, new hire initial, upgrade, transition recurrent training, proficiency training, proficiency checks, overwater training, navigation training, initial operating experience (IOE), requalification training, oral examinations, all training associated with aircraft differences and special or miscellaneous training such as airport qualification films.
2. The Company will establish and publish the standards all Pilots are required to meet, in order to successfully complete any training curriculum, including but not limited to any oral examination or check ride.
3. The Company will provide the necessary manuals and Training to meet the requirements of the FAA-approved Training Program, at no cost to the Pilot.
4. The Company may assign a Pilot to simulator support duty, so long as the assignment does not interfere with the Pilot's own training, oral examination, check ride or preparation for the same. Except when otherwise required by the FARs, a Pilot assigned simulator support duty shall not be subject to jeopardy training, oral examination or checking requirements solely as result of such support assignment. If a serious deficiency is noted in his performance, the Company shall provide him with additional non-jeopardy training on the specific area of deficiency.
5. If there is a personal conflict between the Pilot and his training partner, or between the Pilot and a Simulator Instructor or Check Pilot, a Pilot may request a change in training partner, Simulator Instructor or Check Pilot, whichever is applicable. This request must be submitted in writing to the Manager of Training detailing the reasons pertaining to the conflict. The Pilot shall provide verbal notice to the Manager of Training or his designee immediately after the training event during which the conflict arose.
 - v. A Pilot's request, as described above, shall be honored one (1) time per training curriculum, provided that a replacement Simulator Instructor, Check Pilot or training partner is currently available. For purposes of this subsection

7.B.5.a, “currently available” means that the Simulator Instructor or Check Pilot can be at the training location, within twenty-four (24) hours or that the training partner is participating in the same training curriculum, whichever is applicable.

- vi. If a replacement Simulator Instructor, Check Pilot or training partner is not currently available, the Company shall confer with the Association Training Committee (“ATC”), the Company may otherwise grant or deny the Pilot’s request.
- 6. If a Pilot does not pass a jeopardy evaluation, in an aircraft or flight simulator, the Company shall assign, upon request, a different Check Pilot. If Pilot does not pass jeopardy evaluation, with the replacement check airman, The Company reserves the right to terminate Pilot’s employment.
- 7. At the request, of the Company, TRB or ATC, the Company shall assign a member of the ATC, selected by the Association, to observe a Pilot’s training and/or check ride unless an FAA representative, in attendance, prohibits an observer. The training and/or checking shall not be delayed beyond the time necessary to permit the ATC member to arrive at the training center.
- 8. No maneuvers will be required during a jeopardy evaluation in an aircraft or flight simulator other than those include in the Company’s FAA approved training program or required by the FAA. Nothing contained herein precludes training on non-jeopardy maneuvers.

B. Performance Standards

Acceptable performance standards for initial, transition, and upgrade training shall be specified in the Flight Operations Training Manual (FOTM), or Flight Crew Operations Manual (FCOM 1).

C. Instructors and Check Pilots

1. Pilots whose duty is to train Pilots are classified as Instructors. Pilots whose duty is to evaluate Pilots are classified as a Check Pilot.
2. Proficiency Checks, LOFT's, Operating Experience and Line Checks shall only be conducted by Pilots on the 21 Air Seniority List(s) who the Company designates as a Check Pilot.
3. A TYPE Rating may be administered by either a 142 Training Center's TCE or an FAA evaluator or equivalent.
4. Training will be conducted by Pilots on the 21 Air Seniority List or by qualified Instructors who are not Pilots on the 21 Air Seniority List.
5. A Pilot classified as an Instructor and/or Check Pilot does not become a Management Pilot merely because of his Instructor and/or Check Pilot classification.

D. Selection and Review of Check Pilot

1. The Company shall permit Pilots to indicate their desire to serve as a Check Pilot on the Standing Bid Form.
2. Prior to filling a Check Pilot position, the Company shall consult with the Association Training Committee (the "ATC") to discuss the qualifications of the candidates for the Check Pilot position. The Company shall have the sole discretion as to the selection of the Check Pilot.
3. If the ATC identifies difficulties with a Check Pilot/Instructor, the Manager of the Training Department and representatives of the ATC shall meet to discuss the nature of the difficulties. Corrective action, if any, is at the sole discretion of the Company.

E. Qualifications

1. FAA Requirements

A Pilot must meet all FAA qualification and certification requirements applicable to his/her Crew Class and type.

2. Company Minimum Requirements

The minimum requirements for bid award are set forth below. The Company may reduce the requirements, provided they are applied equally to all Pilots, in any notice of vacancy. The minimum requirements may be increased if required by the FAA, or with the agreement of the Association. Nothing herein is intended to limit the Company's evaluation of or the decision to hire or not hire a Pilot.

i. **First Officer Minimum Requirements**

- a. An Airline Transport Pilot Certificate (ATP) and Multi-Engine Land Rating; and Flying Experience 1,500 hours total pilot time, and
- b. An FAA First Class Medical Certificate, and
- c. A simulator evaluation (can be waived by the Company)

ii. **Captain Minimum Requirements**

- a. An Airline Transport Pilot Certificate (ATP) and Multi-Engine Land Rating, and
- b. 5,000 hours of total pilot time or twenty-four (24) months of pilot experience on Company aircraft, or 500 hours of pilot time with the Company, in Type, but not less than 2,500 hours of total pilot time, including 1,000 hours of air carrier operations either as a First Officer in Part 121 operations or as a Captain in fractional ownership turbojet operations, Part 135 turbojet, commuter, or 10 or more passenger seat operations, or combination thereof. These requirements may be waived, by the Company, according to the Company's needs, and
- c. An FAA First Class Medical Certificate.

F. Training Records

At the completion of a training or checking period, the Company will provide Active Pilots, upon request, with a copy of the training records generated as a result of that period. Upon written request, to the Training Department, a Pilot may request to review his training records during normal business hours and/or receive a copy of his permanent training record.

G. Notice of Training

The Company will provide at least seven (7) days advance notice of all ground and simulator training, unless the Pilot agrees to shorter notice, if it is planned on a G-Day. Company reserves the right to modify bid awards to accommodate training.

H. Minimum Rest, Duration of Training Periods and Days Free of Duty

1. If a Pilot reports directly from a duty assignment to a training location, the company shall provide the Pilot with a twelve (12) hour minimum rest period prior to the start of the training assignment.
2. The Company shall assign Pilot a minimum rest period of twelve (12) hours between any two (2) training periods, excluding time spent on pre-briefing and debriefing (i.e. a student completes a simulator session at 1800 on the first day; the earliest the student's next session could begin is at 0600 on the second day).
3. No training period shall last more than ten (10) hours, including any pre-training briefing or post-training debriefing. This applies to Initial, Basic Indoctrination, Recurrent, Requalification, Transition, Differences an Upgrade Training.
4. The Company shall assign Pilot at least one (1) calendar day off, during any seven (7) consecutive days of training. A Pilot may waive his required day(s) off.
5. The Company shall assign Pilot a minimum of one (1) calendar day off plus two travel days between completion of ground school, for initial, upgrade, transition training and simulator training and between the completion of simulator training and the start of OE. A Pilot may waive some or all of the required days off. This will become effective August 1, 2021.

6. Simulator training or check periods will not be scheduled to exceed four (4) hours, excluding pre-briefing and debriefing.
7. When training is rescheduled, the Company will make every effort not to interfere with a Pilot's Days off in that bid period.

I. Training and Evaluation

1. Qualification Training

The following events are Qualification Training jeopardy events for purposes of this Section 7. The standards for completion/passing the events identified in subsection 7.H.1, above, shall be set for in Company's FOTM.

- i. Systems Oral**
- ii. Proficiency Check or Type Rating**
- iii. Initial Operating Experience (IOE)**
- iv. Line Check**

2. When a Pilot fails to successfully complete/pass a jeopardy event, identified in subsection 7.H.1, the Pilot shall receive additional training as set forth in the Company's FOTM and below.
 - i. After a first failure, the Company's Training Department and the Training Review Board shall develop and additional training plan. After completing the additional training plan, the Pilot shall attempt to successfully complete/pass the event.
 - ii. After a second failure, the Training Review Board has the discretion to develop an additional training plan or recommend termination. The Company shall make the final determination on whether to allow additional training or terminate the Pilot. If additional training is approved, the pilot will, after completing the additional training plan, attempt to successfully complete/pass the event
 - iii. After the third failure, the Pilot will be terminated, at the Company's sole discretion.

3. Operating Experience (OE)

- i. A Pilot shall have 30 hours of OE, if needed, to successfully complete OE.
- ii. If after 30 hours of OE the Line Check Pilot in his/her opinion is unable to conclude that a Pilot is ready to safely perform on the line, the Pilot may be terminated at the company's sole discretion or the Company's may opt to request that the Company's Training Department and the Training Review Board shall develop an additional training plan which may include additional OE up to 50 hours.
- iii. If, after 50 hours of OE, the Line Check Pilot in his/her opinion is unable to conclude that a Pilot is ready to safely perform, on the line, the Pilot may be terminated, at the sole discretion of the Company.

4. Line Checks

Line Checks are jeopardy events for purposes of this Section.

- i. The standards for completion/passing the event shall be as set forth in Company's FOTM.
- ii. A Pilot shall have two (2) opportunities to successfully complete/pass the Line Check.
- iii. When a Pilot fails to successfully complete/pass a Line Check, the Pilot shall receive additional training as set forth in the Company's Approved Training Program and set forth below.
- iv. After a failure, the Company's Training Department and the Training review Board shall develop and additional training plan. After completing the additional training plan, the Pilot shall attempt to successfully complete/pass the event.
- v. The Company retains the right to terminate a Pilot for multiple training failures in the event it deems appropriate and/or in the interest of safety.

J. Pilot Withdrawal from Training

1. Upon request by the Pilot, the Company shall release a Pilot from training and/or evaluation under subsection 7.I, prior to its completion, when circumstances beyond the control of the Pilots (e.g., death of family member, personal or family illness or emergency, divorce) temporarily interfere with the Pilot's ability to successfully complete training and check requirements.
 - i. The Pilot shall return to training and/or evaluation after abatement of the circumstance that led to his/her removal. The Pilot shall be placed in the class from which he withdrew or the first class that follows his return, depending on the length of his absence from training. If the Pilot is not returned to the class from which he withdrew, he shall hold his former Type and Crew class (and receive whatever training is necessary to become current and qualifies) until the first training class following his return begins.

2. Upon request, by a Pilot who fails to successfully complete/pass two (2) training and/or evaluation events under subsection 7.H., the Company shall release a Pilot from training and/or checking and assign the Pilot a Type and Crew Class as set forth below:
 - i. A Pilot who fails to successfully complete Qualification training on a Pilot's first attempt in the Type and Crew Class will be given an opportunity to complete re-qualification training for the Pilot's previous Type and Crew Class; provided, his seniority allows him to hold the previous Type and Crew Class. The Pilot will not be permitted a second attempt to upgrade or transition until the passage of twelve (12) months or until the Pilot has completed an additional five hundred (500) hours of flight time, whichever occurs first. The restriction shall not apply in the event an affected Pilot is displaced from his Type and Crew Class; however, the restriction shall continue to apply in the post-displacement Type and Crew Class unless waived by the Company.
 - ii. A Pilot who fails to successfully complete upgrade or transition training in the same Type of Crew Class on his second attempt within twenty-four (24) months will be frozen for thirty-six (36) months, in the Pilot's previous Type

and Crew Class; provided the Pilot is able to re-qualify and his seniority allows him to hold previous Type and Crew Class. The restriction shall not apply in the event an affected Pilot is displaced from his Type and Crew Class; however, the freeze shall continue to apply in the post-displacement Type and Crew Class unless the restriction is waived by the Company.

iii. When a displaced Pilot fails to qualify in his post-displacement Type and Crew Class, he shall be assigned to his next highest Type and Crew Class preference that this seniority can hold, if any. If the Pilot fails to qualify in the Type and Crew Class, the Company and the Association shall meet to discuss the matter.

3. A Pilot that is released from training under subsection 7.I.1 shall not incur a failure as a result thereof. A Pilot that withdraws from training under subsection 7.H.2 shall incur a failure unless the Pilot withdraws, with written notice to the Company, after accumulating two (2) failures. A Pilot that withdraws must do so prior to beginning the additional training that follows the last failure.
4. The Company shall notify the ATC and TRB when a Pilot withdraws from training under this subsection 7.H.

K. Training Review Board

1. The Training Review Board (TRB) shall consist of the Manager of Training, or his/her designee, the Chief Pilot, or his/her designee, and two (2) Pilots, selected by the Association.
2. The purpose of the TRB is to review and evaluate the progress of a Pilot's training in a timely and expeditiously manner as specifically described in this Section 7.
3. A minimum of two (2) TRB members, consisting of no more than one (1) Company representative and one (1) Association representative, will be present at all sessions of the TRB will constitute a quorum. Participation may be by telephone. All decisions of the TRB will required a unanimous vote of the quorum. In the event there is no unanimous vote, the Director of Operations will make the final determination.

4. The TRB will review and evaluate the progress of Pilot's training under Section 7 when:
 - i. Requested by the Manager of Training of the Chief Pilot.
 - ii. A Pilot fails to successfully complete/pass an event listed in subsequent 7.G. two (2) consecutive times.
 - iii. A Pilot fails to successfully completely /pass an event listed in subsection 7.G. three (3) consecutive times.
 - iv. Requested by the ATC Chairman; or,
 - v. For any other reason mutually agreed upon by the Association and the Company
5. A Pilot who is the subject of a TRB meeting may request the attendance of an Association representative during TRB proceedings. The TRB may consider any information directly related to the training and/or checking and/or proficiency of the Pilot.
6. The TRB has the authority to develop individualized training covering areas the TRB considers potentially beneficial to the Pilot based upon his individual needs as described in this Section 7.
7. The TRB will issue a written report of its recommendations under the subsection 7.I.6. Copies will be made available to the Director of Operations, the Executive Council, the ATC Chairman and the affected Pilot. The Pilot will be given the opportunity to submit a rebuttal letter that will become part of his permanent record.

L. Joint Programs

Manager of Training and ATC Chairman Meeting. The Manager of Training, or his designee, and the ATC Chairman or designee, will meet as necessary, to discuss areas of concern related to the Company's FAA-approved training programs.

M. Training Pay.

All Pilots in Training shall be compensated as set forth in Section 5 (Compensation).

N. Other Provisions

1. **Revenue Flying:** Except for OE, a Pilot will not be assigned flight duty while in initial, recurrent, upgrade, or transition training.
2. **Training Sequence:** Ground school and/or remedial ground school must be successfully completed prior to administering simulator training or a proficiency check.
3. **Re-Indexing, Changes to Recurrent Training Base Month**
 - i. For the purposes of this subsection 7.L.3, the term “base month” means the calendar month during which a Pilot is due to receive required recurrent training. A Pilot’s recurrent training shall be scheduled in his base month or in the month preceding or following his base month.
 - ii. The Company may reschedule a Pilot base month to equalize the number of Pilots needing recurrent Training over a twelve (12) month period. The Company will provide at least thirty (30) days’ notice to Pilots whose base month may be rescheduled.
 - iii. The Company shall post advance notice of the need to change base month(s) for one (1) or more Pilots. Such notice shall be posted at least twenty (20) calendar days prior to the distribution of the schedule bid period in which the Company wishes to advance the base month(s).
 - iv. Affected Pilots may volunteer to advance their base month. These volunteers must indicate their preferences no later than 0800 MIA time, ten (10) calendar days prior to schedule bid package distribution.
 - v. Volunteers will be granted base month changes, in order of seniority. If there are insufficient volunteers, the Company will advance the base month(s) in reverse order of seniority.
 - vi. The result of base month(s) changes will be incorporated into the schedule bid package.
 - vii. Pilots will not be scheduled for or required to perform training assignments in a training facility (21 Air or contract) on Thanksgiving Day, Christmas Eve, Christmas Day, New Year’s Eve or New Year’s Day unless exigent circumstances require it (such as the Pilot becoming disqualified if the training is not accomplished on one of these days). The Company shall not require Pilots

to travel to and from Training on the aforementioned holidays, unless exigent circumstances require it.

4. Ground Transportation

The Company will provide ground transportation between a place of lodging and a training facility if ground transportation is not provided by the place of lodging or the training facility.

5. Dual Qualification

No Pilots shall be required to maintain qualification on more than one type of equipment. Dual qualification excludes any differences training on training on the same type aircraft or variant which is permitted.

6. ATC Pay Protections

Pilots who participate in ATC and observer functions as set forth in Section 7 shall receive pay in accordance with Section 5. The Association shall have no flight pay loss reimbursement obligation when Pilots are released to perform such functions; provided, if the ATC assigns an observer in a case where the Company or TRB does not, the ATC Chairman shall communicate the reasons for assignment to the Manager of Training in writing.

SECTION 8 – BENEFITS

A. Insurance.

The Company will provide medical, dental and vision insurance to all Pilots. The Company's contribution is 70% of the cost of the insurance, with the Pilots required to pay 30% of the cost of the insurance. Pilots may add their spouse, domestic partner, and eligible dependents to their coverage with the Pilot by paying for the additional coverage.

B. 401k Plan.

The Company will maintain its 401(k) Retirement Savings Plan (hereinafter, Plan) without change as of the date of this Agreement. The Company as Plan Administrator may change the Plan when required to comply with applicable laws and regulations, and the Company and the Association may change the Plan by mutual agreement, but no change will result in lesser benefits for Pilots than those described in this Section, and as set forth in Plan Document in effect as of the effective date of this Agreement, a copy of which is incorporated into this Agreement by reference. The Company does not match Pilot contributions but may elect to do so at some future time, at Company's sole discretion.

C. Crew Medical Examinations.

The Company will reimburse a Pilot for his or her required AME Medical Examination and cover the standard FAA medical (such as EKG after age 40). This reimbursement includes the annual/semi-annual examination but does not cover any additional testing required (such as an MRI, etc.), follow-up treatment, or related medications.

SECTION 9 – VACATIONS

A. Vacation Accrual

A new hire Pilot will begin to accrue vacation upon date of hire as follows:

1 to 4 Years - 14 Days

5 to 9 Years - 18 days

10+ Years - 21 Days

For example, a pilot who starts April 1, 2022 and completes one year of active full-time employment on April 1, 2023, will be credited 14 days of vacation the next year, starting April 1, 2023. The same pilot would begin accruing 18 days over the next year starting April 1, 2027. Vacation accrual will stop after the first 60 days of a Pilot's furlough, medical leave, leave of absence, or other long-term leaves. He/She will start accruing again upon his/her return to work.

B. Vacation Bidding Procedures.

1. Pilots desiring specific vacation week(s) have the option to plan for these week(s) in advance, on a Seniority bid basis. Once the vacation bids are awarded, assigned lines will be created and coordinated through the Scheduling Department as each month arrives.
2. Pilots desiring vacation after the bidding process closes should submit the time off request no later than the 10th day of the month before the required time off. (For example: a Pilot asking for a vacation day in May must submit the time off request by April 10th.)
3. Vacation bidding must fall outside of the periods of recurrent training. Recurrent training is based upon SIM availability. The Company will make efforts to ensure that the training does not interfere with a Pilot's requested/approved days off, where possible. Training will always be provided priority status over vacation requests.
4. Emergency vacation requests will be handled on a case-by-case basis.
5. Vacation days off do not carry over past a Pilot's anniversary date. If a Pilot has not used all his/her vacation days before the next anniversary date, he or she will lose the

amounts accumulated. Each year, on his or her anniversary date, the Pilot will receive vacation days, according to their years of service, which are to be used within 12 months from the date of issue.

6. Each Pilot will be allowed to bid a maximum of three (3) vacation slots, based on their accrued vacation time. Pilots may choose to reserve vacation days to use as personal days. However, these days will be deducted as vacation days when used as personal days. Each Pilot must bid a minimum of one (1) vacation slot. Each Pilot's initial bid will be completed before their first two (2) vacation slots. After the initial bid is closed, each Pilot will have the opportunity to bid for their third vacation slot if they so choose. After all vacation bidding is closed and awarded, a final List will be sent to all Pilots displaying approved vacation days and vacation days remaining.
7. If a Pilot desires to change their awarded vacation slot, it must be done prior to the initial published bid lines for the following month. The vacation that is requested to be changed must fall into an open and available vacation slot. Pilots may trade awarded vacation slots prior to the initial published flying schedule for the following month but it is the sole responsibility of the Pilot to find and arrange such a trade and it is the responsibility of the Pilot to ensure that the alternate fulfills his/her commitment. Pilots will be forfeit any rights to vacation time usage should they not bid/use their accrued time, prior to their proceeding anniversary date, unless prior approval from the Company is received.

C. Vacation Black Out Period

The period of November 15th through December 31st of each year is designated by the Company as a vacation blackout period due to peak operational season. During this period, no vacation will be awarded to a Pilot. The Company may in its discretion modify, extend or limit this blackout period for the upcoming year prior to the annual vacation bid due to the Company's anticipated operational needs. The Company may also, based on operational requirements allow some Vacation bids during the blackout period. It is at the Company's sole discretion on how many, if any, vacation bids will be assigned during the blackout period based on the needs of the operation.

D. Vacation Cancellation

The Company may cancel a Pilot's vacation due to operational needs of the Company. If this occurs, the Pilot will be allowed to select another period in the current award year, subject to Company's operational needs and the blackout period restrictions. If a Pilot's vacation is cancelled by the Company and cannot be rescheduled in the current award year, the Company will either allow the Pilot to carry over the cancelled vacation period to the next bid year, or pay the Pilot for such cancelled vacation, at the Company's discretion. Non-refundable travel arrangements, if finalized and paid for prior to being advised of a required cancellation, will be reimbursed with the provision of adequate proof to the Company.

E. Changing Position after Vacation Awards

A Pilot's awarded or assigned vacation is subject to cancellation at Company's discretion when the Pilot commences training for upgrade or transition. If this occurs, the Pilot will be allowed to select another period in the current award year, subject to Company's operational needs and the blackout period restrictions. If a Pilot's vacation is cancelled by the Company and cannot be rescheduled in the current award year, the Company will either allow the Pilot to carry over the cancelled vacation period to the next bid year, or pay the Pilot for such cancelled vacation, at the Company's discretion.

SECTION 10 – UNIFORMS

A. Company Provided Uniform Articles and Accessories

The Company will issue a Pilot the following uniform articles and accessories at the time of hire: one blazer, 2 pants, 3 shirts, set epaulettes, one tie; and one set of wings.

B. Pilot Provided Uniform Articles and Accessories

The Pilot shall be responsible for the remaining uniform articles and accessories not listed above, including black business shoes, black socks and a black belt, with silver buckle.

C. Uniform Articles and Accessories Replacement

The Company shall provide each Pilot a stipend for uniform, as referred to in subsection A, above, based on normal wear and tear, as detailed in Section 5.Q.

D. Uniform Maintenance

Each Pilot shall wear and maintain uniform articles and accessories in accordance with Company policy and procedure. A Pilot must wear the authorized, Company-issued pin.

E. Return of Uniform Articles and Accessories

Upon resignation or termination, a Pilot shall immediately return Company-issued wings and all Company manuals and equipment.

SECTION 11 – SICK TIME

A. Sick Pay Accrual

Sick pay is accrued at a rate .67 per month from Date of Hire. A Pilot's sick bank is capped at a maximum of 8 days.

B. Sick Bank Usage

A Pilot's sick bank will be deducted at the rate of 3 hours and 37 minutes per sick day. This amount will be applied to the Pilot's 65-hour guarantee or Overtime hours for the Bid Period. If the Pilot has flown Overtime for the Bid Period, the deduction will be only on the straight time pay.

C. Call out procedures

Pilots may become unfit to fly due to illnesses from time to time. It is the Pilot's responsibility to notify the Company (the Scheduling department or the Company's designated contact) as soon as possible of the illness and their inability to report for duty and complete the assigned flights or to remain on reserve status.

1. A Pilot will contact 21 Air Scheduling department and SOC, which is on duty 24/7, of any illness and inability to fly the flight sequence or Reserve status, and ground themselves, if appropriate.
2. Once the Pilot feels well or is released by a physician to return to work, he or she will contact the Scheduling department and SOC to advise of their availability to return to flying status.

3. Sick Notification During a Trip

If a Pilot reports sick upon call out for a previously assigned trip the Scheduling department will notify the Chief Pilot. The Pilot must provide a medical note from a doctor or documentation satisfactory to the Chief Pilot and the Human Resource department.

4. Sick Notification during a holiday

If a Pilot calls out unavailable due to illness during a 21 Air recognized holiday, the Pilot must provide a doctor's note or evidence satisfactory to the Chief Pilot and Human Resource department.

D. Sick Note

The Company may require a medical provider's note for a Pilot's absence in circumstances the Company deems appropriate (such as multiple days calling in sick, sick abuse, or sick calls on days such as holidays). If company requires you to bring in doctor's note, the Company will reimburse the Pilot for any co-pay for visit expense not covered by health insurance. Such medical documentation shall be required for any Pilot who is absent for more than three days, unless the Company waives this requirement at its sole discretion. Notwithstanding the above, medical documentation may be required for any absence, in the event that abuse of sick time is suspected.

SECTION 12 - FILLING OF VACANCIES

A. Bidding Rights, Restrictions and Procedures.

All Captain vacancies (excluding Instructors and Check Airmen) shall be awarded to the bidder according to Seniority, except when an equipment lock (if applicable) prevents such award. A Pilot must meet all Company and FAR eligibility requirements (such as minimum hours, medical and licensing requirements), and pass all required training.

B. Insufficient Bidders.

If there are an insufficient number of bidders to fill a Captain vacancy, or insufficient number of qualified candidates, the Company may, at its discretion, fill the vacancy(s) with an external hire Pilots, or cancel the vacancy(s).

C. Vacancy Cancellations.

Vacancies may be cancelled at any time by the Company. Unless a vacancy or award is cancelled, training for Captain and First Officer vacancies shall typically commence within 90 days of the bid award, unless such training is delayed due to operational reasons or reasons beyond the control of the Company at its sole discretion.

D. Standing Bid System.

The Company may implement a standing bid system in accordance with the following provisions:

1. The Company may make available to Pilots the ability to submit standing bids. The Company shall post all vacancies prior to awarding them pursuant to standing bids. Each vacancy posted shall have a posting date, a closing date, and an award notification date.
2. Each Pilot may submit a standing bid and may choose to change his or her standing bid prior to any bid closing date. If a Pilot fails to do so, the Company may default

to entering into the Standing Bid System the Pilot's current position as his or her only choice.

3. The last standing bid properly submitted (or default, if applicable) shall be effective until a Pilot submits a new standing bid.

SECTION 13 - LEAVES OF ABSENCE

A. General Conditions for Leaves of Absence (“LOA”).

1. A Pilot on LOA described in this Section shall maintain a current mailing address and telephone number on file with the Company. Address and/or telephone number changes shall be submitted using the system available to all Company employees, or if that is not available to a Pilot on LOA, to the Director of Operations or his or her designee.
2. LOAs described in this Section 13 shall be unpaid.
3. A Pilot on LOA described in this Section 13 will continue to accrue:
 - i. Seniority for the duration of the LOA; and
 - ii. Longevity for purposes of pay or other benefits that change with length of service; provided, accrual of Longevity shall cease after 90 days.
4. A Pilot on an LOA described in this Section 13 shall be entitled to continue to participate in the Company’s medical, dental and vision plans as set forth in Section 8 of this Agreement. However, the Pilot must arrange for payments to be made for any medical insurance premiums that he/she would have been responsible for had he/she been actively employed during that time. In the event that the Pilot does not return to employment after his/her leave any premium payment that may remain outstanding shall be deducted from any amounts owing to him/her. The Company also reserves the right to terminate the insurance coverage at any time, with five (5) days’ notice to the Pilot,, in the event that the coverage is to terminate, due to the Pilot not having made arrangements for such payment.

B. Return from LOA.

A Pilot returning from LOA shall be restored to active service in accordance with the following:

1. A Pilot taking an LOA described in this Section for 90 calendar days or less shall be returned to the same position he or she held prior to commencing the LOA unless the Pilot was displaced from his or her former position, in which case, he or she shall select a position he or she can hold consistent with his or her Seniority.
2. A Pilot returning from an LOA of greater than 90 calendar days shall be returned to the position he or she held prior to commencing the LOA if a vacancy exists in his or her former position.
3. If a vacancy does not exist in the former position, but a vacancy exists in another position for which he or she has bid, the Pilot shall be awarded a position in accordance with his or her standing bid on file with the Company.
4. If a Pilot's former position is not available, and there is no vacancy for which he or she has bid, the Company shall place the Pilot in the highest paying position he or she can hold consistent with his or her Seniority.
5. A Pilot returning from an LOA described in this Section 14 who requires training prior to flying shall be scheduled for training as soon as reasonably practical after the end of the LOA.
6. A Pilot on LOA described in this Section 14 shall not engage in any form of business or employment as a Pilot, or in any other capacity that directly competes with the business of the Company without prior written permission from the Director of Flight Operations.
7. A Pilot who fails to return to work upon expiration of an LOA shall be subject to termination.
8. If an applicable federal or state statute provides greater leave rights or protections than those contained in this Agreement, then the statute shall control. If the Agreement provides greater leave rights or protections than applicable federal or state statute, then the Agreement controls. However, nothing contained herein shall be construed as granting cumulative leave rights under the Agreement and any applicable statute.

Contractual leave rights and statutory leave rights shall run concurrently, where applicable.

C. Personal Leave of Absence (“PLOA”)

Subject to operational needs, the Company may grant a Pilot’s request for a PLOA for a specific period of time, not to exceed 12 months. Requests for a PLOA must be in writing and must include the requested start and end dates. Once commenced, a PLOA may be canceled prior to the end date only by mutual agreement between the Company and the Pilot.

D. Medical Leave of Absence (“MLOA”)

A Pilot shall be entitled to a MLOA for a period of up to three years when medically necessary as determined by a medical doctor or other qualified health care professional. “Medically necessary” means leave is required because the Pilot is unable to perform his or her job duties at the time the leave commences and throughout the duration of the leave, and it is not medically impossible, based upon medical evidence, that the Pilot will be able to perform his or her duties at the end of the MLOA.

A Pilot applying for leave pursuant to this paragraph must provide the Company with documentation from his or her medical doctor or other qualified health care professional confirming that the leave is medically necessary prior to obtaining leave. If the Company questions whether leave is medically necessary, it may require the Pilot to be examined by a medical doctor or qualified health care professional of its choosing, provided the Company pays all costs and expenses associated with the examination. If the two opinions differ, then the two medical doctors or qualified health care professionals shall mutually agree upon a third medical doctor or qualified health care professional, whose opinion shall control. If the costs of the third medical doctor or qualified health care professional are covered by medical insurance, the Company and the Pilot shall share equally the costs of any out-of-pocket costs not covered by insurance. If the costs of the third medical doctor or qualified health care professional are not covered by medical insurance, the Company shall pay such costs and reasonable related expenses. Any Pilot returning from MLOA must submit medical certification of fitness for duty.

E. Family and Medical Leave Act (FMLA) Leave

The Company shall grant FMLA LOAs in accordance with the applicable federal or state FMLA.

F. Bereavement Leave of Absence

When a death occurs in a Pilot's Immediate Family, such Pilot shall be entitled to up to three consecutive workdays of paid bereavement leave. If a Pilot is on a duty rotation at the time that he or she is notified of the death, he or she shall be immediately released from duty for the remainder of the calendar day, at the Pilot's discretion, and credited a workday as if he or she had flown the remainder of the day. Such day shall not count as one of the three consecutive days of paid bereavement leave. The Pilot shall be returned to his or her base or at the Pilot's request, to another location within the continental United States, at the Company's expense. The Company shall have the discretion to extend the duration of a bereavement leave on an unpaid basis.

For the purposes of sub-section, "Immediate Family" shall be defined as spouse, domestic partner, child, grandchild, mother, father, brother, sister or grandparent.

G. Military Leave of Absence

Pilots shall be entitled to military leave for active or reserve duty for such duration and under such terms as set forth in Uniform Services Employment and Reemployment Rights Act (USERRA), or any applicable executive order, or any applicable state law.

1. A Pilot called to active duty shall present a copy of his or her military order to the Director of Operations or his or her designee prior to taking leave under this subsection in accordance with USERRA, applicable executive order, or applicable state law. A Pilot serving in the military reserves, including National Guard, shall present a copy of his or her official military orders within 30 days after receiving said notice, subject to any notice exceptions provided for in USERRA, applicable executive order, or applicable state law.
2. Scheduling Reserve Duty and Training. A Pilot in the military reserves, including the National Guard, shall, to the extent possible, attempt to schedule reserve duty, including

voluntary reserve duty, and training so as not to conflict with his or her flight duty schedule with the Company.

3. Return from Military Service. The timing of a Pilot's return from military leave shall be in accordance with USERRA, applicable executive order, or applicable state law.

SECTION 14 - PHYSICAL EXAMINATIONS

A. FAA Medical Certification Requirements

All Pilots must maintain a First Class Medical Certificate. Examinations are to be conducted by an FAA-designated Aviation Medical Examiner (“AME”).

B. Review of Medical Examination

Any Pilot who fails to pass an examination by an FAA-designated AME may have a review of his or her case in accordance with the FARs.

C. Confidentiality

Any medical information obtained by, or as a result of, an FAA-required physical examination, or a fitness for duty examination shall be kept confidential by the Company.

D. Fitness for Duty Examinations

A Pilot may be required by the Company to undergo a physical examination by a qualified medical examiner of the Company’s choosing (“CME”) to determine whether the Pilot is medically qualified to perform his or her duties if the Company has reasonable cause to question the Pilot’s ability to perform his or her job duties.

1. The Director of Flight Operations or his or her designee shall notify the Pilot of any decision to send the Pilot to an examination by a CME. Such notice will include the reason or reasons that the Pilot is being sent for the examination.
2. A Pilot required by the Company to undergo an examination by a CME may be removed from flight duties but shall not lose pay as a result of such removal, unless and until the CME determines that the Pilot is not fit to fly. If the Pilot is removed from duty, the Company shall attempt to schedule the examination during the Pilot’s normal rotation. Otherwise, the Company shall attempt to schedule the physical examination at a mutually convenient time. The Company shall pay for the entire cost of such examination, and all travel expenses, to the extent not covered by medical insurance,.

3. If the CME determines the Pilot is able to perform his or her job duties, the Pilot shall be provided with the CME's written diagnosis and findings. The Pilot shall be returned to his or her former aircraft and position without delay. The Company shall schedule any necessary qualification/requalification training as soon as practicable.
4. In the event the CME determines the Pilot is unable to perform his or her job duties, the Pilot shall be provided with the CME's written diagnosis and findings. If the Pilot does not challenge the CME's findings, he or she may request a LOA under this Agreement, effective upon the date the CME makes such determination.
5. In the event the CME determines the Pilot is unable to perform his or her job duties, and the Pilot wishes to challenge the CME's determination, he or she must within three days of receipt of the CME's determination, notify the Chief Pilot or his or her designee of his or her intention to submit to an examination by a qualified medical examiner ("QME") of his or her choosing. The Company may continue to hold the Pilot off flight duty. The Pilot shall use his or her best efforts to schedule the examination by the QME as soon as practicable. The Pilot shall pay for the entire cost of such examination, to the extent not covered by medical insurance, and all travel expenses.
6. In the event the CME and QME agree that the Pilot is unable to perform his or her job duties, he or she may request a LOA under this Agreement.
7. In the event the CME and QME disagree over whether the Pilot is unable to perform his or her job duties, a neutral qualified medical examiner ("NME") chosen by the CME and QME shall perform a physical examination. The diagnosis and findings of the CME and QME shall be provided to the NME prior to the examination. The Company may continue to hold the Pilot off flight duty. The Pilot shall use his or her best efforts to schedule the examination by the NME as soon as practicable. The Company shall pay for the entire cost of such examination, to the extent not covered by medical insurance, and all travel expenses.
8. In the event the NME determines that the Pilot is unable to perform his or her job duties, the Pilot may request a LOA under this Agreement, effective as of the date of the CME's determination. The Pilot shall be provided with the NME's diagnosis and findings.
9. In the event the NME determines the Pilot is able to perform his or her job duties, he or she shall be returned to his or her former aircraft and position without delay, and he or

she shall be reimbursed for any pay lost as a result of being held out of service based upon the CME's determination that he or she was not fit to fly. In addition, the Pilot shall be reimbursed for all out-of-pocket expenses associated with the cost of the examination by the QME, and all reasonable travel expenses. The Company shall schedule any necessary training as soon as practicable. The Pilot shall be provided with the NME's diagnosis and findings.

10. The Company shall not report examination results or request that the CME, QME or NME report such results to the FAA until they become final, and then only to the extent required by the FARs.

E. Failure to Maintain a First Class Medical Certificate

A Pilot who for medical reasons is unable to maintain a First Class Medical Certificate may be eligible for a LOA, otherwise the Pilot is subject to termination at the discretion of the Company.

F. Submission of Medical Certificate.

A Pilot must submit a copy of his or her Medical Certificate prior to accepting any duty assignment after his or her previous Medical Certificate expired.

G. Drug Testing.

1. A Pilot is subject to random drug and alcohol testing, as well as all post-accident and reasonable suspicion testing as provided for in the Federal Aviation Regulations and Company policy.
2. A Pilot will not be called in for drug testing on a scheduled Day Off
3. Drug testing during a scheduled day of work will count as Duty Time.
4. A Pilot's Duty Time will end fifteen (15) minutes after drug testing is complete, if accomplished at the airport, or fifteen (15) minutes after the Pilot is returned to the airport, if accomplished at an off-site facility.
5. All drug testing procedures and policies are provided to each Pilot, upon commencement of employment. The specific details of the FAA/DOT and Company's drug and alcohol

policy and procedure are detailed within the FAA/DOT Employee Drug & Alcohol Information and Awareness Program, as revised.

6. Pilot will receive a pay credit, per Section 5.

SECTION 15 – FURLOUGH AND RECALL

A. Reduction in Personnel

1. When a reduction in Pilots will potentially occur, to avoid involuntary Furloughs the Company may at its discretion offer voluntary leaves, or may offer reduced hours schedules for some or all Pilots. In some cases, a Captain may be downgraded to First Officer in the event of a Furlough. When this happens, the pay rate will be reduced to the position being held. If a Captain downgrades due to a Furlough and is used as a Captain, he or she will be compensated at the duty position rate only for that duty period.
2. If a reduction of Pilots is necessary, Pilots shall be Furloughed in inverse Seniority order, by position, equipment and Domicile. Any Pilot adversely affected due to a reduction at his Domicile shall have the right to either accept Furlough status or exercise his Seniority according to the following:
 - i. displacing a more junior Pilot in another position at his Domicile; OR
 - ii. displacing a more junior Pilot in his position or lower position on the system; OR
 - iii. displace the most junior Pilot in his position or a lower position and system on any Company aircraft type.
 - iv. An SIC cannot displace a PIC unless he or she meets the qualifications of Section 7.A and completes all required training.
3. A Pilot to be Furloughed shall be notified in writing of the Furlough. Pilots to be Furloughed shall be given at least two weeks' notice. Prior to giving Pilots notice under this sub-section, the Company shall provide the Association with the Furlough list and a current Seniority list. Should the Furlough constitute a "mass layoff" under the Worker Adjustment and Retraining Notification (WARN) Act, notice to TAPA shall serve as notice as required by that Act if permitted under the law. Nothing herein shall waive or limit a Pilot's rights under the WARN Act.

B. Change of Address

Each Pilot shall keep his or her correct address on file with the Company. In the event of a change of address during active employment or during any Furlough period, it is the responsibility of each Pilot to promptly advise the Company via the method designated by the Company (currently via email to admin@21air.us).

C. Recall and Notification

When the Company recalls Furloughed Pilots, such Pilots shall be notified of recall, in writing, in Seniority order to future vacancies only. The last Pilot Furloughed shall be offered recall first. The notification shall specify a date to return to active duty. Such date shall not be less than 14 calendar days after the date the recall notice is sent. If multiple vacancies exist, recalled Pilots shall fill such vacancies on the basis of Seniority.

D. Answer to Recall Notice

A Pilot must answer his or her recall notice within 14 calendar days after the date the recall notice is sent to the Pilot's last filed address. Such answer must be in writing, either by electronic mail or by registered mail or certified mail with return receipt requested, to the Director of Operations or his or her designee, and must state the Pilot's intent to accept or reject a recall. The Company shall explain these requirements in the recall notice. If a Pilot rejects recall, he or she will be removed from the Seniority list and he or she will forfeit any further reemployment rights and is subject to termination.

E. Failure to Answer Recall Notice

Should a Pilot fail to answer a recall notice within the time frame set forth in subsection D above, the Company may offer the vacancy to a junior Pilot, or if a junior Pilot is not available, fill the vacancy with a new hire Pilot in accordance with the provisions of this section. A Pilot who fails to respond to a recall notice within the time frame set forth in subsection C, shall be removed from the Seniority list and forfeit any further employment rights and is subject to termination.

F. Duration of Recall Rights

Recall rights shall expire after three years from the commencement of Furlough, after which the Pilot is subject to termination.

G. Probationary Pilots

The Company shall not be precluded from terminating a probationary Pilot in lieu of Furlough. A probationary Pilot who is furloughed shall have recall rights equal to his or her length of service with the Company. Upon recall, a probationary Pilot shall be required to complete any unexpired portion of his or her probationary period.

H. Seniority and Longevity Accrual

A furloughed Pilot shall continue to accrue Seniority for the duration of the furlough. A furloughed Pilot shall maintain but shall not accrue Longevity for purposes of pay or other benefits that change with length of service for any period of furlough beyond 60 days.

SECTION 16 – GRIEVANCE PROCEDURES

A. Investigative Communications

The Company may contact Pilots by telephone, or hold in-person meetings with a Pilot(s), at its election, for the purpose of investigating conduct that may result in discipline. Pilots have the right to Association representation when contacted by telephone or when required to attend in-person meetings under this subsection.

B. Written Decision at the Conclusion of Investigation

If, at the conclusion of the Company's investigation, the Company decides to discharge or otherwise discipline any Pilot, it shall notify the Pilot and Association in writing. The written decision shall include the reasons for the discipline and the effective date. If the Company concludes no disciplinary action is appropriate, it shall so notify the Pilot and the Association.

C. Filing Grievances Concerning Disciplinary Matters

If the Pilot wishes to appeal the Company's action, he or she (the "Grievant") or the Association at his or her direction as evidenced by the Pilot's signature affixed to the grievance, no later than the time of the grievance hearing provided in this subsection, must submit a written grievance to the Chief Pilot or his or her designee within 21 calendar days after receipt of the written decision referred to in Section B above. The written grievance shall, at a minimum, indicate the section of the contract violated (if applicable), the facts, the reasons for the grievance, and the remedy requested. Timelines are of the essence, any grievances brought after the timelines, as stipulated herein, will be outside of the jurisdiction of the grievance process and will be treated as void ab-initio.

1. Disciplinary Grievance Hearing upon Receipt of a Disciplinary Grievance.

Within 14 calendar days after receipt of a disciplinary grievance, or longer if mutually agreed to by the parties, the Chief Pilot, or his or her designee, shall conduct a grievance hearing with the Grievant and Association. Any party may

present evidence and witnesses at the hearing. The Company and Association shall schedule the grievance hearing at a mutually convenient time and date in accordance with this subsection.

2. **Company Decision.** Within seven calendar days after the close of the disciplinary grievance hearing, the Chief Pilot or his or her designee shall issue a written decision on the grievance with copies to the Grievant and Association.
3. **Probationary Pilots.** Nothing herein shall be construed as extending the rights of this Section to a Pilot during his or her probationary period.

D. Filing Grievances Concerning Non-Disciplinary Matters

Any Pilot covered by this Agreement, or the Association on behalf of any such Pilot, who has a grievance concerning any action of the Company affecting him that he or she believes to be in violation of the Agreement, shall have such grievance considered and handled in accordance with the following procedure. It is the intent of the parties to resolve grievances or potential grievances informally and at the lowest level possible. To that end, the Pilot, and/or Association representative on his or her behalf, shall first attempt to discuss informally the issue giving rise to the potential grievance with the Chief Pilot, or his or her designee. If the matter is not resolved through the discussion described above, it may be submitted as a written grievance, as provided below.

1. A non-disciplinary grievance must be filed with the Chief Pilot, or his or her designee, within 30 calendar days after the Association, on its own, or by and through any Pilot has, or reasonably should have had, knowledge of the facts giving rise to the grievance. When Pilots have a common grievance, they shall select a representative to act in their behalf. The grievance shall be in writing, signed by the Association, and contain at a minimum, the section of the contract violated, the facts, the reasons for the grievance, and the remedy requested. Timelines are of the essence, any grievances brought after the timelines, as stipulated herein, will be outside of the jurisdiction of the grievance process and will be treated as void ab-initio.

2. Non-Disciplinary Grievance Hearing upon Receipt.

Within 14 calendar days after receipt of a non-disciplinary grievance, or longer if mutually agreed to by the parties, the Chief Pilot or his or her designee, shall conduct a grievance hearing with the Association. The Association may present witnesses and evidence at the hearing. The Company and Association shall schedule the hearing at a mutually convenient time and date in accordance with this subsection.

3. Company Decision

Within seven calendar days after the close of the non-disciplinary grievance hearing, the Company shall issue a written decision on the grievance with copies to the Grievant(s) and Association.

E. Location of Grievance Hearings

In-person meetings under this Section shall be held at the Company's headquarters, unless otherwise agreed to by the Association and the Company. Notwithstanding the above, telephonic meetings/hearings are an effective mechanism for protecting the due process rights and interests of Pilots, the Association's duty to represent Pilots, and the Company's legitimate operational and business needs. Thus, the parties in good faith shall strive to hold telephonic meetings/hearings whenever practical, based upon the circumstances of each case. Non-disciplinary grievance hearings shall be telephonic unless otherwise agreed to by the Association and the Company.

F. Appeals to System Board of Adjustment

1. If any Company decision rendered pursuant to this Section is unsatisfactory to the Association, the Association may appeal to the System Board of Adjustment by sending a letter indicating the desire to appeal to the Company, provided such appeal is made within 30 days from the date of receipt by the Pilot(s), or the Association representative of the decision of the Company.
2. If any Company decision is not appealed by the Association, on its own, or by and through a Pilot or Pilots within the time limits prescribed herein for such appeal, the decision of the Company shall become final and binding. Time limits may be extended by mutual agreement in writing.

3. If the Company fails to render a decision in writing within the time limits set forth in this Section, the grievance shall be considered denied effective the day after the time limit for issuing a decision for the purpose of calculating the System Board of Adjustment appeal deadline.

G. Alternative Procedures

1. By mutual agreement, the Company and Association may utilize alternative dispute resolution procedures, including but not limited to grievance mediation procedures developed jointly by the parties and the National Mediation Board, to attempt to resolve any or all grievances arising under this Agreement.
2. The issue(s) appealed shall be limited to the issue(s) specified in the written grievance, as developed through the grievance hearing process above, as applicable.

SECTION 17 – SYSTEM BOARD OF ADJUSTMENT

A. Compliance with the Railway Labor Act

In compliance with Section 204, Title II, of the Railway Labor Act, as amended, the parties hereby establish a System Board of Adjustment, which shall be known as the "21 Air Pilots System Board of Adjustment," hereinafter referred to as the "Board."

B. Board's Purpose

The Board's purpose shall be to adjust and decide disputes that may arise under the terms of this Agreement when such disputes have been properly submitted to the Board.

C. Composition of the Board

The Board shall consist of two members, one of whom shall be selected and appointed by the Association and one of whom shall be selected and appointed by the Company. Such appointees shall be known as "Board Members," and may be appointed for a particular matter, or for a period of time.

D. Jurisdiction of the Board

The Board shall have jurisdiction over disputes between any Pilot(s) covered by this Agreement or by the Association on their behalf and the Company arising out of grievances over interpretation or application of any of the terms of this Agreement, including discipline or discharge. The Company may also take an issue before the Board. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation or working conditions covered by existing agreements between the parties hereto. The Board shall have no authority to modify, amend, revise, add to or subtract from any of the terms or conditions of this Agreement.

E. Proceedings before the Board

Each case submitted shall show:

1. Question or questions at issue.
2. Statements of facts out of which the dispute arose and the particular provisions of the Agreement, if any, alleged to have been violated
3. Positions of Pilot(s) or Association.
4. Position of Company.
 - i. Joint submissions may be made, but if the parties are unable to agree upon a joint submissions then either party may submit its position to the Board with copies to the Company and the Association.
 - ii. Pilots covered by this Agreement may be represented at the Board hearings by such person or persons as they may choose and designate. The Company may be represented by such person or persons as it may choose and designate. Evidence may be presented either orally or in writing, or both. On request of a majority of the Board, or at the request of either the Association or the Company, the Board shall summon any witnesses who are employed by the Company; provided, however, that the number of witnesses summoned at any one time shall not interfere with the operations of the Company. No hearing will be closed until all such witnesses summoned by the Board have been heard.
 - iii. Decisions of the Board shall be by majority vote. If the Board fails to reach a decision, the case will be treated as a deadlock and will be referred to the procedure established below.

F. Procedures in Event of Deadlock

1. When the Board deadlocks in any case, it shall promptly notify the parties to the case of such deadlock in writing, including the date thereof. Within 10 days after proper notification of deadlock, if the either party wishes to invoke the services of a neutral arbitrator (hereinafter, "arbitrator"), it shall notify the other in writing. Thereafter, the Company and Association may select an arbitrator by mutual agreement from the panel set forth below. If no agreement is reached on the selection of the arbitrator, the arbitrator shall be selected by alternate elimination. The first elimination shall be

determined by a coin toss. The last arbitrator remaining shall be the one selected. The parties shall promptly notify the selected arbitrator and agree upon a date for the hearing before the three member Board.

2. Pre-Arbitration Meeting. If the two member System Board of Adjustment deadlocks, before any case is scheduled for arbitration, the Chief Operating Officer of the Company and President of the Association, in recognition of their shared interest in avoiding disputes and finding mutually agreeable solutions, hereby commit to promptly meet in person or telephonically, within 15 days, upon request, for the purpose of attempting to resolve deadlocked cases in the best interest of all parties.
3. If no notice is served that the services of an arbitrator are desired within 10 days after receipt of notice from the Board pursuant to subsection I above, the Board shall have no further jurisdiction in that case and the controversy shall be considered as withdrawn.

G. Selection of Arbitration Panel

1. The Association and the Company shall, by mutual agreement, establish a list of arbitrators to serve as the neutral member of the Three Member Board. There shall be a minimum number of five arbitrators on the list. If the parties cannot agree on the arbitrators to be included on the list, either party may request from the National Mediation Board, a panel of 15 names of experienced airline industry arbitrators, all of whom are members of the National Academy of Arbitrators. The parties shall use that panel to complete the list of five arbitrators. After the panel is received, if the parties do not mutually agree upon the arbitrators to place on the list, the arbitrators shall be selected by alternate strikes until the list is filled. The first elimination shall be determined by a coin toss. Upon request of either the Association or the Company, the list of acceptable arbitrators will be reviewed annually for additions or deletions.
2. A decision of a majority of the Board sitting with the arbitrator shall be final and binding upon the parties. Such decisions are to be rendered within 30 days after the close of the hearing. The parties may mutually agree to convene the Board with the arbitrator only. Absent agreement to the contrary, the two Board Members shall convene with the arbitrator.

3. The time limits specified in this Section 18 may be extended by mutual agreement between the parties to this Agreement in writing.
4. The Association and the Company shall equally share the compensation, travel expense, and other expenses, if any, of the Arbitrator at Board proceedings, along with the reasonable cost of facilities such as conference rooms. Witnesses who are Pilots shall receive, when feasible and without causing the Company to incur additional expense, free transportation on Company aircraft for the purposes of attending Board meetings and return.

H. Arbitration Subpoena and Witnesses

The parties acknowledge the right to subpoena information and witnesses for arbitration hearings to the same extent such subpoenas are available in civil proceedings. The parties shall disclose to one another the names of witnesses they intend to call as part of their case in chief, if known, no less than three business days prior to the commencement of an arbitration proceeding.

I. Stenographic Report

Unless otherwise agreed by the parties, a stenographic report will be taken of each Board hearing conducted with two Board Members and the arbitrator. The Parties will equally share the cost of such report.

SECTION 18 – GENERAL

A. Validity of Agreement

In the event any provision of this Agreement is declared or rendered invalid by any court of competent jurisdiction, governmental agency or legislation, such invalidation shall not affect the remaining provisions of this Agreement.

B. Security Clearances

Notwithstanding any other provision of this Agreement, each Pilot may be required as a condition of employment to secure and maintain a security clearance to the level required by any Governmental Agency or airport authority with whom the Company contracts. The Company shall bear the expense of securing and maintaining any such required security clearance.

C. Personnel Files

A personnel file will be maintained for each Pilot. After scheduling an appointment with the Chief Pilot or his or her designee at the Company's principal offices, a Pilot may examine his or her personnel file during normal business hours. A Company representative will be present during any review of a personnel file. Upon request, at the time of the file examination, a Pilot shall be provided with a copy of any information contained in his or her personnel file. Nothing herein shall be interpreted to prevent the Company from complying with the requirement of any law or order of any court of competent jurisdiction.

D. Manuals and Equipment

The Company shall provide Pilots with Company manuals and charts that the Company requires Pilots to use in the performance of their duties. The Company shall provide replacements for such items if they become lost, damaged or inoperable through no fault of the Pilot.

E. Visas, Passports and Inoculations

Each Pilot will be required to obtain and maintain visas, passports and inoculations as a condition of employment. The Company will reimburse Pilots for visas, passports and inoculations required for travel.

F. No Strike Provision

During the term of this Agreement there shall be no strikes, concerted work stoppages, concerted slowdowns, honoring of picket lines, sympathy strikes, or any other concerted interference with the operation of the Company by the Association, its agents or representatives or by the Company's Pilots. In the event of such strikes, concerted work stoppages, concerted slowdowns, honoring of picket lines, sympathy strikes or other concerted interference with the operation of the Company, if a Pilot participates in such activities and the Company terminates or otherwise disciplines said Pilot, only the fact of whether the Pilot participated in the proscribed conduct may be the subject of a grievance or submission to the System Board of Adjustment (not the appropriateness of the discipline). Further, there shall be no lock-outs during the term of this Agreement.

G. Pilot Information

The Company will provide the Association on a monthly basis, or when applicable, with an electronic list of newly hired Pilots and their dates of hire; duty position, i.e., Captain or First Officer; aircraft type and Domicile; date of termination; date of furlough; date of recall; and date of LOA, including LOA type.

H. Status Changes

All orders to Pilots involving a change in assignment of domicile, promotions, demotions and leaves of absence shall be stated in writing, within 10 calendar days, to the Pilot so affected. Changes will be in accordance with the applicable terms of this Agreement.

I. Release from Duty and Flight Pay Loss for Association.

1. Subject to operational needs of the Company, the Company will approve requests by the Association President for the release of a reasonable number of Pilots from duty to conduct Association business.
2. If the need for the absence is known prior to bidding, the Association President will notify the Chief Pilot or his or her designee (with a copy to Crew Scheduling) via email of the identity of the Pilot(s) requesting release from flight duty no later than first day of the month prior to the month of the known absence.
3. The Company will provide flight pay loss for such Pilot(s) conducting Association business at the rate of 3 hours and 37 minutes of Soft time for each Pilot, for a maximum of 10 days of flight pay loss per Bid Period, unless agreed to otherwise in advance by the Company. The Company will also reimburse the Association for reasonable Association expenses associated with meeting with the Company such as travel expenses and hotels.

J. Resident Airport.

A Resident Airport is an airport located within the contiguous 48 states designates, as mutually agreed to between the Pilots and the Company within one hundred (100) miles of the Pilots' residence of file or the nearest airport if such airport is outside the one hundred (100) mile radius. If the Company and the Pilots cannot mutually agree upon the Resident Airport, the Company will designate the Resident Airport.

Qualifying Resident Airports must, at a minimum have two (2) Part 121 scheduled airline service to provide competitive airfare and frequency of flights. There shall be no minimum or maximum number of Resident Airports designated. Once a Pilot's Residence Airports are established, they cannot be changed without the Pilot's consent, unless the designated airports do not have sufficient Part 121 Air service. The designated airport for the State of Alaska is Anchorage (PANC) and the designed airport for the state of Hawaii is Honolulu (PNHL).

Any Pilots on the Company's seniority list, on the ratification date of this CBA, will be grandfathered into maintaining Resident Airport domicile, as their base, unless Pilots chooses otherwise.

K. Crew Base

A Crew Base is a location the Company has selected to position Pilots, in order to meet the customer's requirements and to maintain the Company's competitive position, within the market. Prior to establishing a Crew Base, the Company will meet with the Association representatives, in order to outline the Company's requirements. The open positions, at any newly established location, will be offered for bid. The Company will post the requirement for the newly established location for Pilots to bid. If there are insufficient bids received, for the required positions, the Company may assign Pilots, in reverse seniority orders or with newly hired Pilots. A Crew Base will only be established for a duration of no less than six (6) months.

SECTION 19 - DUES CHECKOFF AND ASSOCIATION SECURITY

A. Dues Check-Off

1. During the life of this Agreement, the Company shall deduct on a monthly basis from the pay of each Pilots and remit to the Association, along with an accounting thereof, an amount equal to the Association's regular and usual monthly dues or service charges, and assessments, provided such Pilots voluntarily executes an Association dues check-off form. In addition, the Company shall deduct the Association initiation fee if the Pilots executes the proper Association dues check-off form.
2. A properly executed Association dues check-off form will become effective the second pay period following its receipt by Human Resources.
3. A Pilots who has executed a Association dues check-off form, and who resigns, is otherwise terminated from the employ of the Company, is transferred or promoted outside of the bargaining unit, or enters a non-pay status, shall be deemed to have suspended his dues check-off assignment and authorization. For a Pilots who is transferred or promoted outside of the bargaining unit or enters non-pay status, the suspension shall continue until the Pilots rejoins the bargaining unit or reenters pay status, respectively. For a Pilots who resigns or is otherwise terminated, and is subsequently re-employed, no deductions of Association dues will occur until such time as the Pilots executes a new Association dues check-off form in compliance with this Section 3. If a Pilots is recalled from furlough or returns from a Leave of Absence after the dues, assessments or service fees have been deducted for the Bid Period, the Company will make a double deduction in the following Bid Period.

B. Agency Shop

Each Pilots covered by this Agreement who fails to voluntarily acquire or maintain membership in the Association not later than the first Month after the Effective Date of this Agreement or on or before the ninetieth (90th) Day following the beginning of employment shall, as a continued condition of employment with the Company, pay the Association a monthly service charge as a contribution for the administration

of this Agreement and the representation of the Pilots. The service charge shall be in an amount equal to the Association's regular and usual monthly dues and/or assessments (not including fines and penalties).

C. Indemnification Clause

The Association will indemnify the Company and hold the Company harmless from any and all claims that may be made by Pilots against the Company by virtue of the wrongful application or misapplication of any of the terms of this Section 3.

D. Dues Collection After Termination

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.

E. Dues/Assessment Deduction Error

Should a deduction be missed, or if an insufficient amount is deducted, the Company will be responsible to make the proper adjustment the following month.

F. Failure to Pay Dues or Service Fees

1. If any Pilots covered by this Agreement becomes delinquent in the required payment of the service charge or if any Association member becomes delinquent in the payment of dues or assessments, the Association may immediately notify such Pilots by CERTIFIED MAIL, RETURN RECEIPT REQUESTED, with a copy sent by regular U.S. mail and a copy to the Director of Operations, that the Pilots is delinquent in the payment of such service charge or membership dues/assessment as specified herein and is subject to discharge as a Pilots from the Company. Such letter shall also notify the Pilots that the required payment must be remitted within a period of thirty (30) Days or the Pilots will be discharged.

2. If upon expiration of the thirty (30) Day period the Pilots remains delinquent, the Association may certify in writing to the Director of Operations, copy to the Pilots, that the Pilots has failed to remit payment within a grace period allowed and is to be discharged. The Director of Operations shall therefore notify the Pilots within ten (10)

Days of the receipt of notice from the Association that he is to be discharged from the service of the Company and for the reason for this action.

G. Pilots List

The Company will notify the Association each Month of all new hires, Leaves of Absence, terminations, recalls and/or furloughs. The notification will include the Pilots' name, address, social security number, Category, Class, and Date of Hire, termination, recall, furlough, Leave of Absence, or return from Leave of Absence. Each month, the Company will also provide the Association with a complete Pilots list containing each Pilots' name, position and hourly pay rate, address, telephone number, equipment, and Base, with new Pilots indicated.

H. Individual Dues Payments

It shall be the responsibility of any Pilots who is not on a dues/assessments or service fee deduction program to keep his/her membership current by direct payment of Monthly dues to the Association.

SECTION 20 - DURATION

A. Duration

The parties agree that this Agreement will continue in full force and effect for seven (7) years from the Effective Date.

B. Effective Date

This Agreement shall become effective March 02, 2021 and shall continue in force and effect until March 02, 2028, and shall renew itself without change thereafter, unless written notice by either party of intended change is served in accordance with Section 6, Title II, of the Railway Labor Act as amended no more than one hundred 180 days prior to March 02, 2028 or any time thereafter. Thereafter the parties shall engage in bargaining and arbitration, if necessary, pursuant to subsection D below.

C. Request for Limited Bargaining on Wages and Benefits During the Agreement

Either party may give written notice to the other of intended changes to wages and benefits, no more than 180 days prior to March 02, 2025 or any time thereafter. This bargaining is limited to wages and benefits unless the parties mutually agree in writing to expand the scope of bargaining to additional topics. The parties will engage in direct negotiations, and if necessary, mediation on these topics. If there are any issues not resolved through direct negotiations or mediation after 270 days of bargaining, either party may invoke Arbitration provision below in subsection D to resolve the remaining issues.

D. Section 6 Negotiations, Mediation and Arbitration.

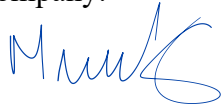
The parties to this Agreement desire to promote harmony, trust and confidence in their common goals of stability, economic opportunity, growth and advancement. To that end, in the event that no agreement is reached through the process as established in C above, the parties agree that neither party will engage in self-help, strike or lockout the other, rather, process shall proceed as follows:

1. The Company and the Association shall serve written notices of intended changes in accordance with Section 6, Title II of the Railway Labor Act, as amended, no more than one hundred 180 days prior to the amendable date of this Agreement. The Section 6 notice shall specify those provisions of the Agreement which are proposed to be amended or otherwise addressed in bargaining.
2. **Direct Negotiations.** Conferences (direct negotiations) to resolve the issues with respect to the above Section 6 notices will begin within 30 days of the filing of the first notice with the other party. The parties will continue conferences for a maximum of six months after commencement, unless agreed by both parties in writing to extend this deadline. At the conclusion of this period of six months of conferences (or extended period), all open issues will be jointly identified and submitted for resolution through mediation and interest arbitration.
3. **Mediation.** Mediation on all open issues shall commence within 30 days of the conclusion of the conferences in subsection D.2 above and shall continue for up to six months, unless agreed by both parties in writing to extend this deadline. The mediator/neutral will be an individual familiar with the airline industry and chosen by mutual agreement. If the parties cannot agree on a mediator/neutral, each party shall submit three names to the other, and the parties shall alternate striking mediators, starting with the winner of a coin flip.
4. **Arbitration.** If no complete agreement is reached by the end of the mediation deadline in the above subsection, the unresolved issues will be submitted to the mediator/neutral for final and binding interest arbitration. Interest arbitration will commence within 60 days of the conclusion of mediation above, and a written decision will be issued by the mediator/neutral deciding the open issues on an issue-by-issue basis within 60 days of the commencement of arbitration.
5. **Implementation.** Within 30 days of complete agreement or issuance of the Neutral's award, the parties shall meet to discuss and come to agreement on an Implementation Letter of Agreement. Should the parties be unable to reach agreement on an Implementation Letter of Agreement, a meeting with the mediator/neutral will be scheduled.

6. Mediation and arbitration sessions shall be at such times and places as agreed by the parties and the mediator/neutral, or in the absence of agreement, as determined by the mediator/neutral. The mediator/neutral shall, in his or her discretion, assist the parties through facilitation of the process and mediation of all differences over the issues, including meeting in joint or separate sessions with the parties and making recommendation and suggestions to resolve the issues.
7. The mediator/neutral may make interim decisions as to issues the parties jointly submit for interim resolution.
8. As to each open issue on which the parties fail to reach agreement through direct negotiations or mediation, limited to 20 issues per party, the neutral shall decide the issue by selecting the proposal that more closely conforms to the cargo industry for carriers operating the same or similar aircraft and are of a comparable size to the Company, or by fashioning a determination that in his or her judgment conforms to the cargo industry for carriers operating the same or similar aircraft and are of a comparable size to the Company. The decision of the neutral shall be limited to the open 20 issues per party, shall be within the last offers or positions of the Company and the Association in their proposals, and shall not address any issue or subject which is not a mandatory subject of bargaining under the RLA, as amended.
9. The list of carriers to use as cargo industry comparators shall be jointly agreed upon by the Company and the Association, with or without the help of the neutral, at any time during the process. Should the parties be unable to agree on a carrier(s) to include in the list, the neutral will make the final decision.

IN WITNESS HERETO, the parties have signed this Agreement on this 02nd day of March, 2021.

For the Company:



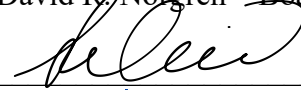
Michael Mendez

CEO

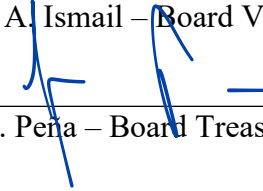
For the Association:



David R. Norgren – Board President



Ahmad A. Ismail – Board Vice-President



Edgar J. Peña – Board Treasurer





Letter of Agreement
Between
21 Air, LLC
And
The Pilots
In the service of
21 Air, LLC
As represented by the
21 Air Pilots Association

This letter of agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between 21 Air, LLC, (hereinafter “the Company”) and the Pilots in the service of 21 Air Pilots, LLC, as represented by the 21 Air Pilots Association (hereinafter “TAPA”).

WHEREAS, the Company wishes to provide a lump-sum payment to the Pilots of 21 Air, LLC as a signing bonus in recognition of their service to the Company.

NOW THEREFORE, the Company and TAPA agree as follows:

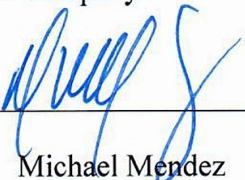
1. The Company agrees to pay each Pilot on the Company’s Pilot Seniority list as of the effective date of the parties’ Collective Bargaining Agreement, an amount equal to Six percent (6%) of that Pilot’s gross wages earned from the Company during the period of January 1, 2020 through December 31, 2020. Pilots hired on or after January 1, 2021, will receive an amount equal to Six percent (6%) of that Pilot’s gross wages earned from the Company during the period of January 1, 2021 through the effective date of the parties’ Collective Bargaining Agreement. This amount will be paid as W-2 wages.
2. The Company shall distribute checks via direct deposit to each Pilot within thirty (30) days of the effective date of the Collective Bargaining Agreement.
3. The Company shall make the applicable deductions for federal, state and local taxes, and any contributions to the Pilot’s retirement plan according to each Pilot’s election on file with the Company.

This Letter of Agreement shall be effective concurrent with the parties' Collective Bargaining Agreement.

In Witness Whereof, the Company and TAPA have executed this Letter of Agreement on the date indicated below.

February 24, 2021
Date: _____

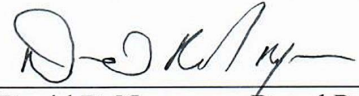
For the Company:

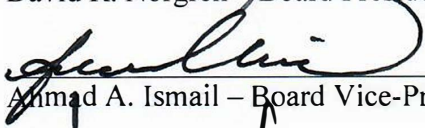


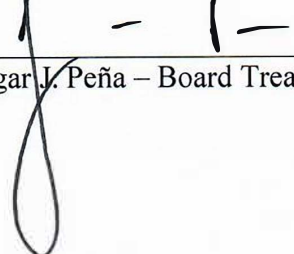
Michael Mendez

CEO

For the Association:



David R. Norgren – Board President


Ahmad A. Ismail – Board Vice-President


Edgar J. Peña – Board Treasurer