SECTION 4 - *DRAFT*

MINIMUM GUARANTEES

A. A pilot who holds a trip selection award shall receive as a minimum guarantee for each full contractual month of service compensation equal to sixty-four hours (64:00) at day rates as set forth in this Agreement for the equipment in such trip selection award. [See Q&A #1, #98]

B. A pilot who is awarded a reserve flying assignment shall receive a minimum guarantee for each full contractual month of service compensation equal to seventy-three (73) hours at day rates as set forth in this Agreement for the equipment in such reserve flying assignment, except as provided for in Section 18.A.2.b.viii. [See Q&A #2, #37, #98]

C. When a pilot flies or is scheduled to fly more than one (1) type of equipment or does no flying during a contractual month, such pilot's monthly guarantee shall be prorated on the basis of the ratio of the hours flown on each type of equipment to the total flown in the month, except that in no event shall the pilot's guarantee be less than the appropriate guarantee based on the highest paying type of equipment involved in that pilot's original trip selection award or original reserve flying assignment.

D. When a pilot who is awarded a reserve flying assignment is assigned by the Company to fly equipment on which the rates of pay are less than the rate of pay of the lowest paying equipment involved in such pilot's original reserve flying assignment, such pilot shall be paid for such flying at rates based on the lowest paying equipment involved in the pilot's original reserve flying assignment. For the purposes of paragraph C. above, all hours flown in the pilot's equipment subdivision or in a lower paying equipment subdivision will be considered to have been flown in the highest paying equipment in such pilot's original reserve flying assignment.

~~E. Cancellation of Last Trip of the Month~~

~~1. Regularly scheduled pilots whose trip selections contain a trip sequence scheduled to originate during the last seven (7) days of the contractual month shall receive flight time pay and credit for such last trip sequence if it is canceled in part or in its entirety, provided they attempt to recover the time lost by requesting make up flying. To qualify for this cancellation protection, pilots should make an effort to fly any trip sequence for which they are legal and available, that originates up to eight (8) hours after the scheduled termination time of the original trip sequence that was canceled. Pilots provided such cancellation protection shall not be required to make up on any trip sequence which would conflict with a scheduled trip sequence in the following contractual month.~~

~~2. Pilots who decline the opportunity to make up as provided in 1. above shall forfeit cancellation pay.~~

~~3. Pilots who successfully make up, as provided in 1. above, but in so doing are paid and credited with less time than was lost from their original trip sequence, shall be paid and credited with the difference between the time made up and the time lost.~~

~~4. Pay protection is limited to the hours scheduled to be flown during the contractual month in which the trip sequence was scheduled to originate.~~

~~F.~~E. ~~Marketing/Route Award~~Sequence Cancellation Protection

1. The provisions of A. above notwithstanding, a regularly scheduled pilot shall receive pay protection during any contractual month in accordance with the following:

   a. Sequence protection will apply to all sequences on a regular pilot's trip selection.

   b. Sequences dropped as a result of an illegality will be pay protected provided the pilot was originally legally scheduled to within a one (1) hour buffer for all contractual rest break legalities and FAR duty aloft limits. A pilot may pick up a sequence that provides less than the one hour buffer, however, such pilot will not be pay protected for any subsequent illegality that may result.

   c. Trips dropped at the initiative of the pilot shall not be pay protected.

2. The Company may, in providing the above pay protection and consistent with flight/ duty limitations, reschedule a pilot to any flying and/or deadhead within the footprint of the original sequence (i.e., the end of the calendar day of the last scheduled leg of a sequence, or, if unable, the first available flight/deadhead to base). Pay protection shall be contingent on the pilot remaining available to crew schedule for assignment.

3. The pilot, in receiving the above pay protection, shall be available for make-up flying on a number of consecutive, comparable days for which such pay protection is being applied.

   a. Such comparable days for make-up shall normally be at the option of the pilot, except~~.~~

   b. In the event of extraordinary circumstances that result in a significant number of cancellations in any bid status, the Company may require the make-up obligation for such comparable days to be the next block of available days on such pilot's schedule.

c. For the purpose of calculating the number of comparable days a pilot must be available, each five (5) hours or any portion thereof shall be deemed as one day of obligation.

d. Time picked up through open time subsequent to a cancellation shall offset a pilot's obligation (e.g. pilot who is pay protected for 5:30 hrs and picks up a 6:00 hour trip via TTOT anytime in the remainder of the month has satisfied such pilot's obligation).

~~a. whose originally scheduled trip selection is affected by the cancellation of all or part of a trip sequence(s) within such selection shall be pay protected as described in paragraph 3. below, provided:~~

~~b.~~

~~c. The cancellation(s) was attributable solely to a reason(s) classified as a pure marketing decision(s), as opposed to an operational or other type of decision, or~~

~~d.~~

~~e. The cancellation(s) was attributable solely to a reason(s) directly related to the initiation of a new route, e.g., required governmental approval is not received.~~

~~f.~~

~~g. The Company, in providing the above pay protection, will:~~

~~h.~~

~~i. Reconstruct affected trip sequences, including the addition and/or substitution of flying not contained in the original sequences, provided such reconstructed sequences do not require such pilots to fly on any days except those for which they were originally scheduled, and/or,~~

~~j.~~

~~k. Permit pilots to select either option (1) or (2) listed below at any time prior to the commencement of the affected month, or within twenty-four (24) hours of notification of such a cancellation which occurs subsequent to the start of the month:~~

~~l.~~

~~m. Make Up Option~~

~~n.~~

~~o.~~ Pay protected pilots ~~selecting this option~~ with a make-up obligation for comparable days ~~will be placed on the make up list~~, in accordance with 3.a. or 3.b. above, will be awarded flying utilizing the provisions of Section 18 (coverage of open time during DOTC). ~~on all days which have no scheduled flying and which are not scheduled as duty free periods, in order of seniority among all other pilots in make up. Such pilots will be available for the coverage of open time from 1200 to 1500 hours local base time, according to the following procedures:~~

~~p.~~

~~q. When filling open time, Crew Schedule will use the normal notification procedures to attempt to contact the pay protected pilot for a trip~~

~~sequence assignment. If Crew Schedule is unable to contact the pay protected pilot, Crew Schedule will subsequently notify the pilot of lost pay protection.~~

~~r.~~

~~s. Pay protected pilots may pass trips only if there is a sufficient number of pilots in make up to cover the open trip sequences.~~

~~t.~~

~~u. Pay protected pilots will be assigned trip sequences in reverse order of seniority after attempts have been made to contact all pilots in make up and there are still open sequences available.~~

~~v.~~

~~w. If in the process of filling open time, the crew scheduler determines that the make up list will not be completed by 1500 hours, a pay protected pilot's window of availability may be extended to 1700 hours with notification by the crew scheduler no later than 1500 hours. In no case will a pay protected pilot's window of availability be extended beyond 1500 hours if there are insufficient sequences remaining for which the pay protected pilot is legal. The Company will provide APA with a monthly listing of days when pay protected pilots were extended beyond the 1500 window.~~

~~(1) Reserve Option~~

~~Pay protected pilots selecting this option will be on reserve on all days which have no scheduled flying and which are not scheduled as duty free periods, according to the following procedures:~~

~~(a) Pay protected pilots will be proffered trips only after step c. in the order of filling open time, Section 18.D.1.~~

~~(b) When proffered trips, pay protected pilots can pass trips if there is a sufficient number of junior pay protected pilots to cover the number of trips passed.~~

~~(c) Pay protected pilots will be assigned trips in reverse order of seniority after all trips have been proffered in accordance with (a) and (b) above.~~

~~(d) Pay protected pilots may then be proffered and assigned trips in the opposite division in accordance with (a), (b) and (c) above.~~

1. ~~Such~~ Sequence cancellation protection will be for the greater of the original sequence or any subsequent modification, provided the pilot is still scheduled for the trip. ~~monthly value of the pilot's originally scheduled trip selection after any modification for fly-through trip sequences, irrespective of misconnects, cancellations, make up or over fly.~~

(a) A pilot whose monthly selection is affected by such cancellation(s) and who is on the sick list prior to the modification of affected sequences will be charged and credited for the originally scheduled sequence. A pilot who goes on the sick list after sequence modification will be charged and credited based on the value of the modified sequence.

~~b. Vacations and/or training will be paid and credited based on the value of the trip selection as originally scheduled.~~

~~2. When 2.b. above is provided as an option, originally scheduled duty free periods (DFP's) will be protected for pilots that select either option in 2.b. Pay protected pilots can move one (1) DFP if a cancellation occurs prior to the start of the month or within twenty-four (24) hours of cancellation notification if the cancellation occurs subsequent to the start of the month. All other DFP's can be moved only by mutual consent between the pilot and the Company.~~

~~3. For a marketing/route award cancellation that occurs during the last seven days of the contractual month, such pilots have the option of choosing the provisions of this provision or the protection afforded under paragraph E. above.~~

~~The Company will consider on an ad hoc basis requests from the APA for applying this method of pay protection for cancellations other than those classified as purely marketing/route award.~~