JETBLUE PILOT CONTRACT COMPARISON

JETBLUE PILOT CONTRACT COMPARISON

Synopsis of Pay Rates, Work Rules, and Benefits for:

Alaska
American- ***(Allied Pilots Assoc.)***
Delta
Hawaiian
Southwest- ***(Southwest Pilots Assoc.)***
Spirit
United
Virgin America- ***(Non Union)***

March 2015

JETBLUE AIRWAYS MEC
Air Line Pilots Association, Int'l

Prepared by the ALPA Economic and Financial Analysis Department

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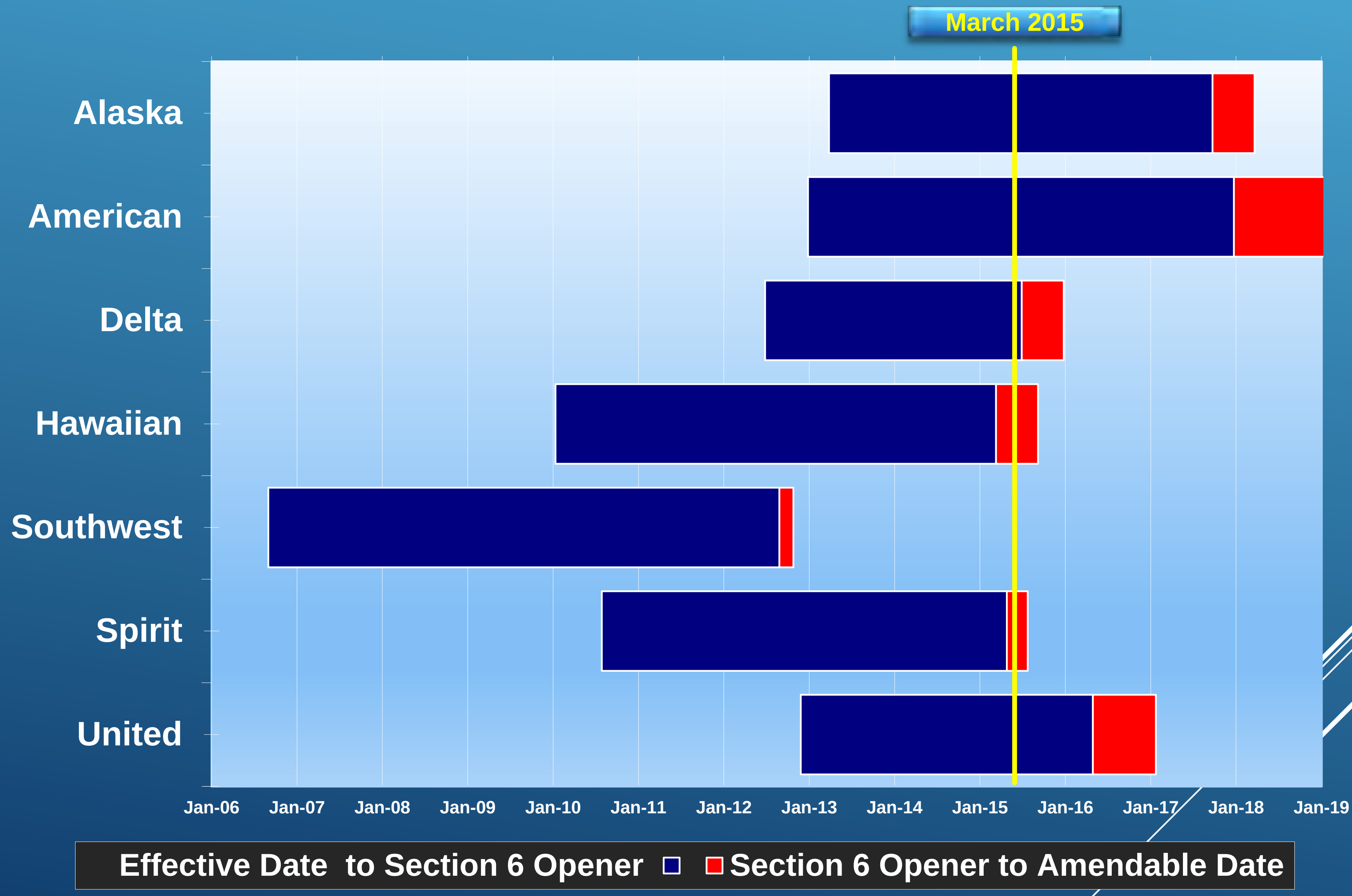
AGREEMENT DATES



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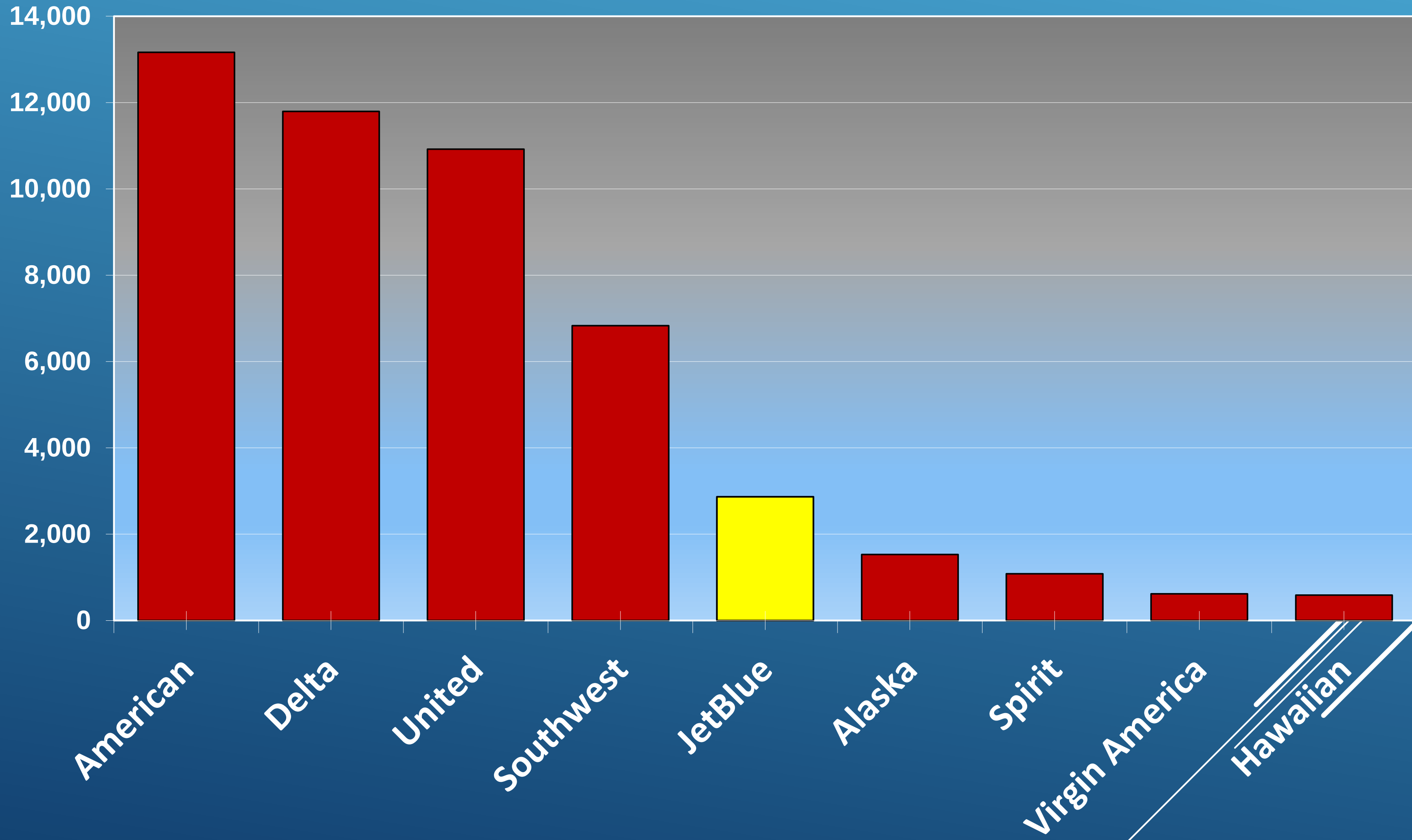
APPROXIMATE # OF PILOTS



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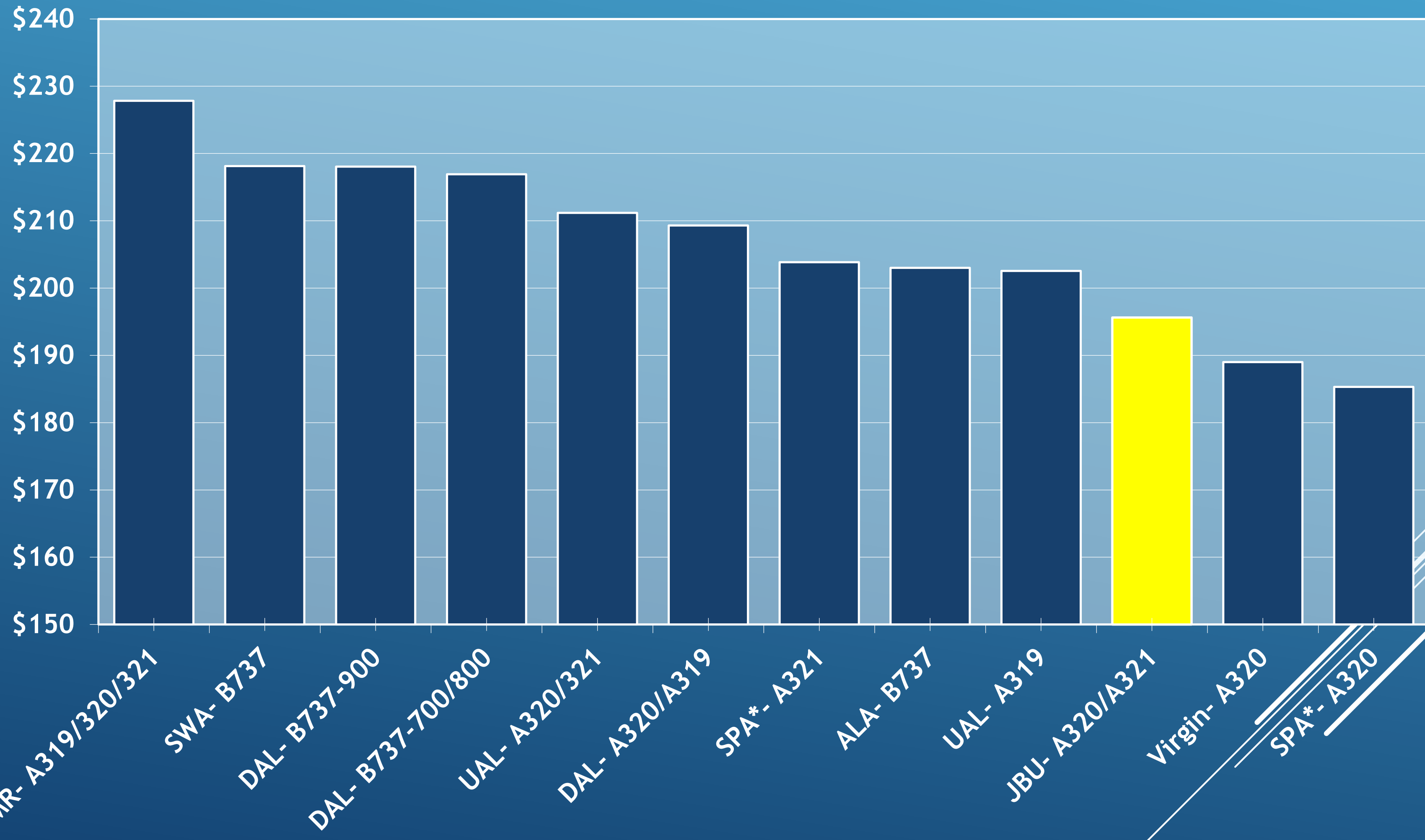
COMPOSITE HOURLY PAY RATES

A320/21, B737-800/900 12 YEAR CAPTAIN

RATES EFFECTIVE FOR JANUARY 1, 2015



***Pay Rate Notes: Spirit shown at 15 Year Rate**

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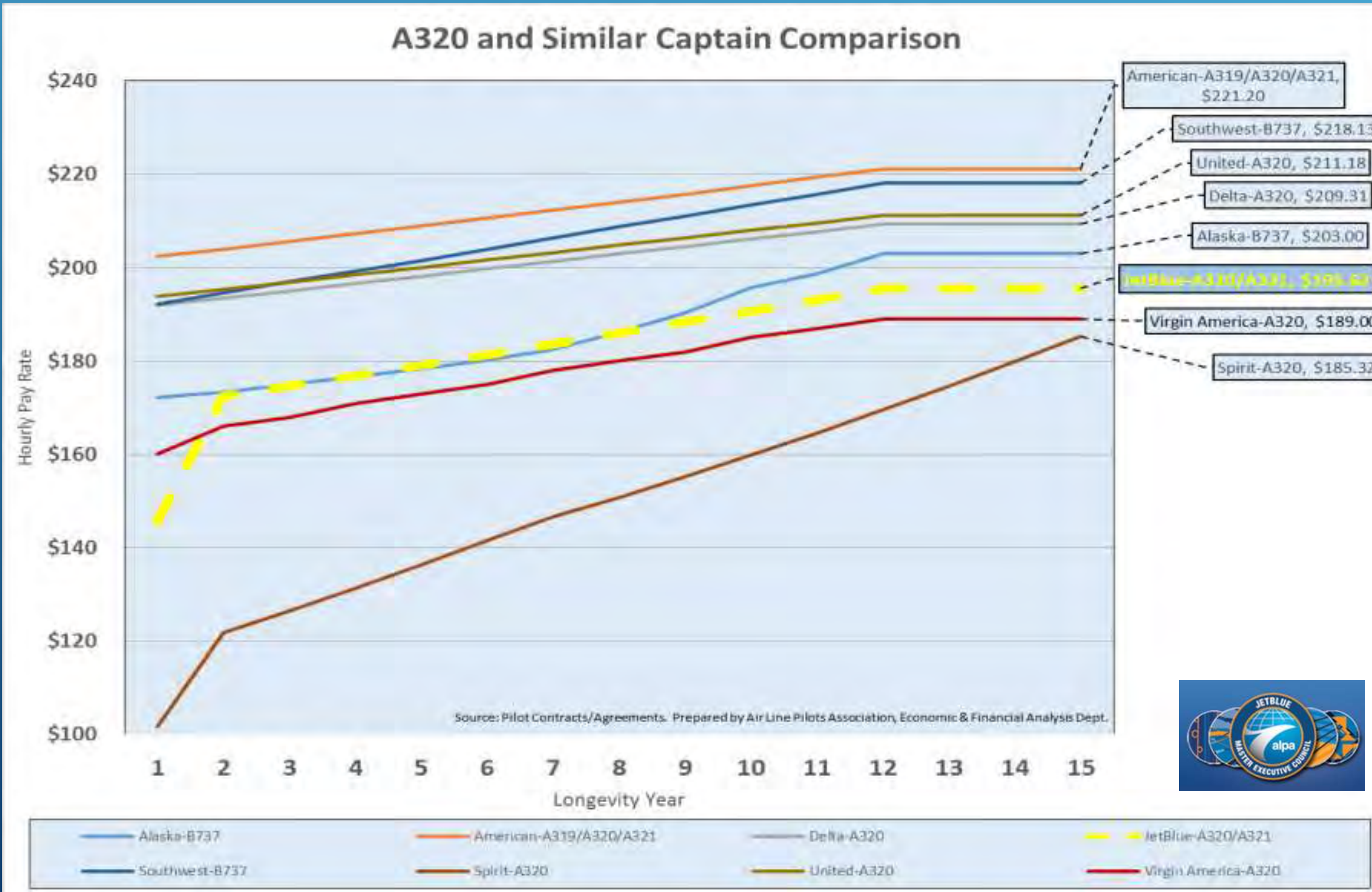
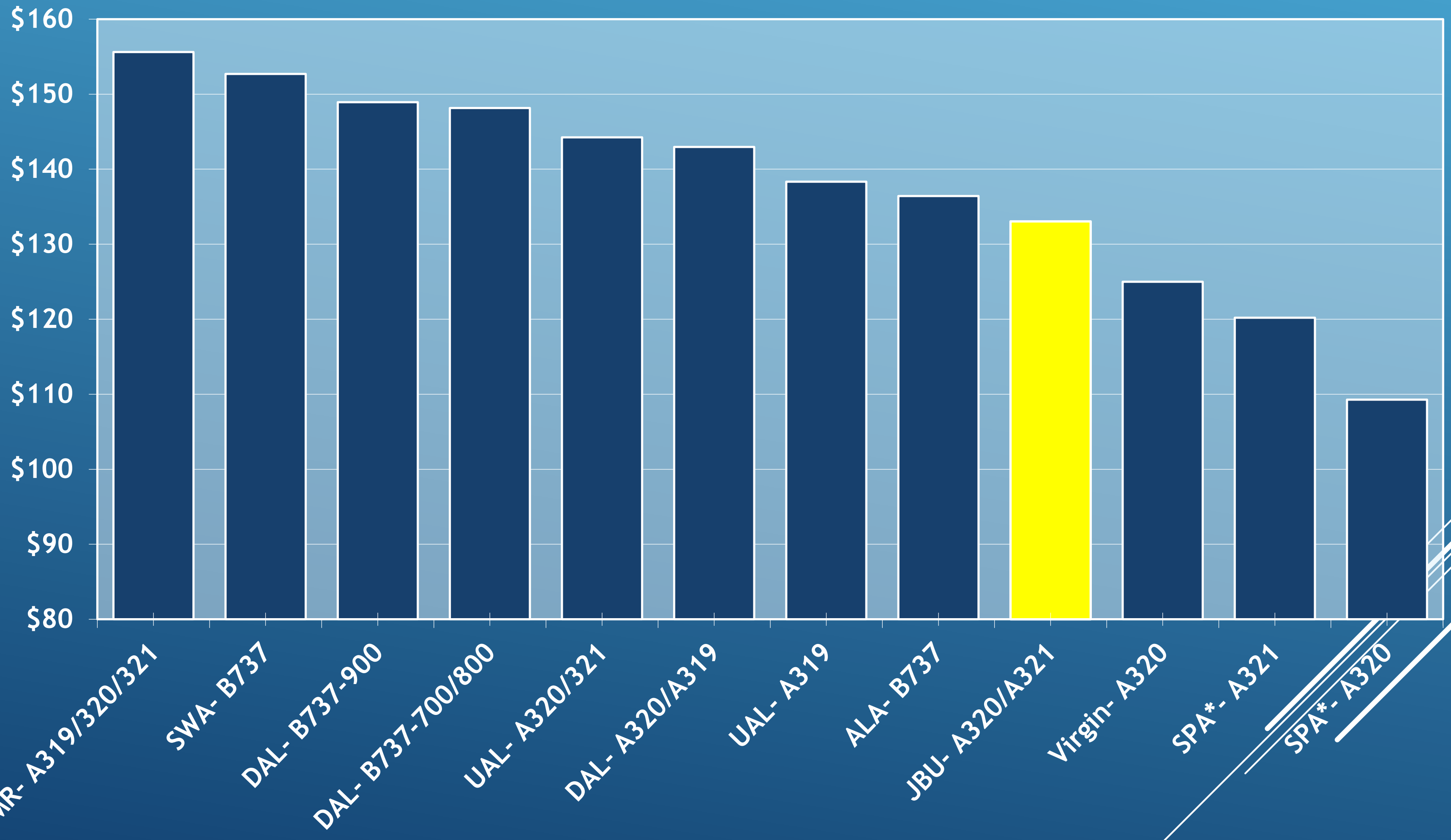
A320 AND SIMILAR CAPTAIN SCALES
RATES EFFECTIVE FOR JANUARY 1, 2015



A320/21, B737-800/900 12 YEAR FIRST OFFICER

RATES EFFECTIVE FOR JANUARY 1, 2015



***Pay Rate Notes: Spirit Max rate at 10 YR**

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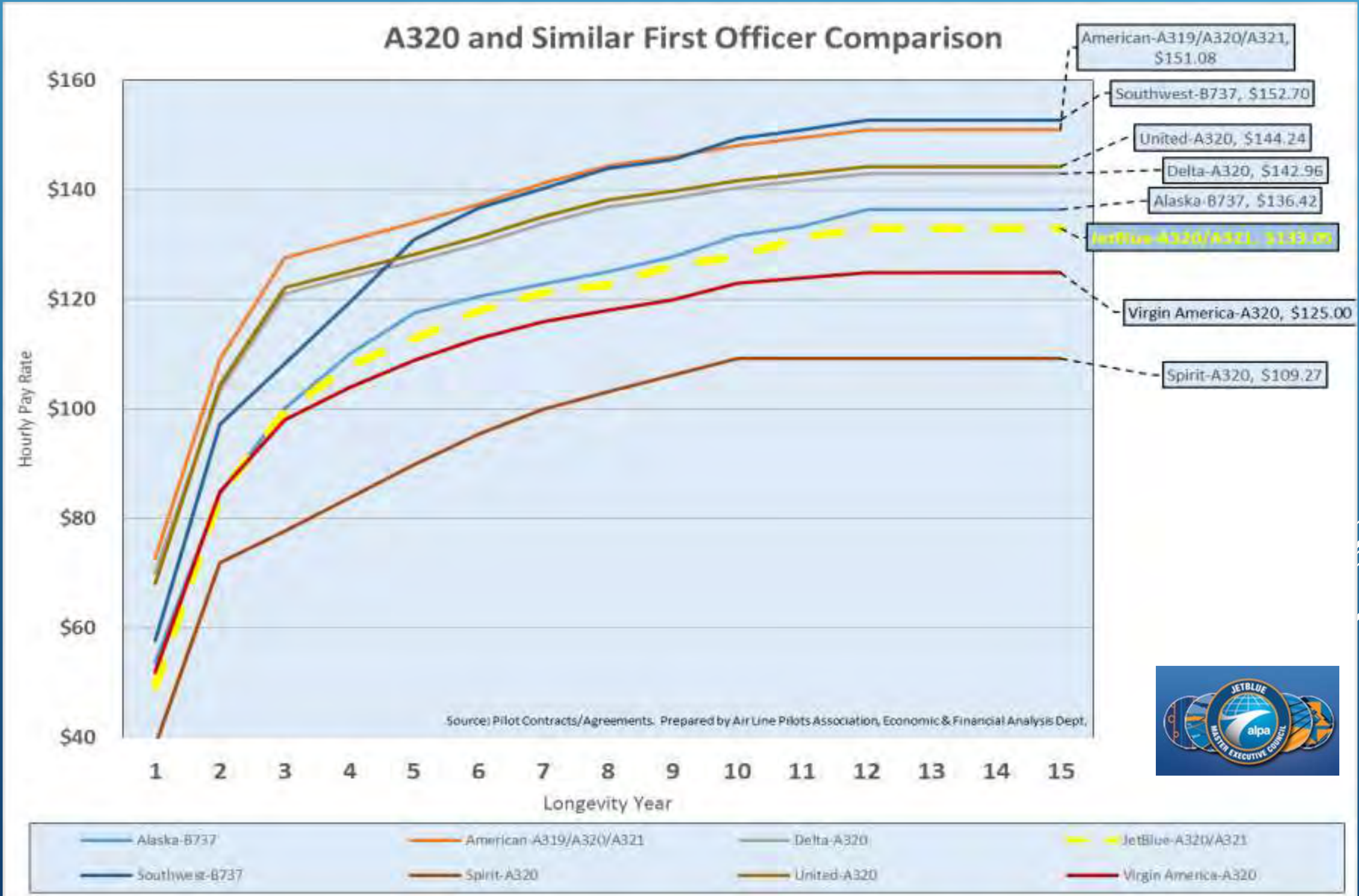
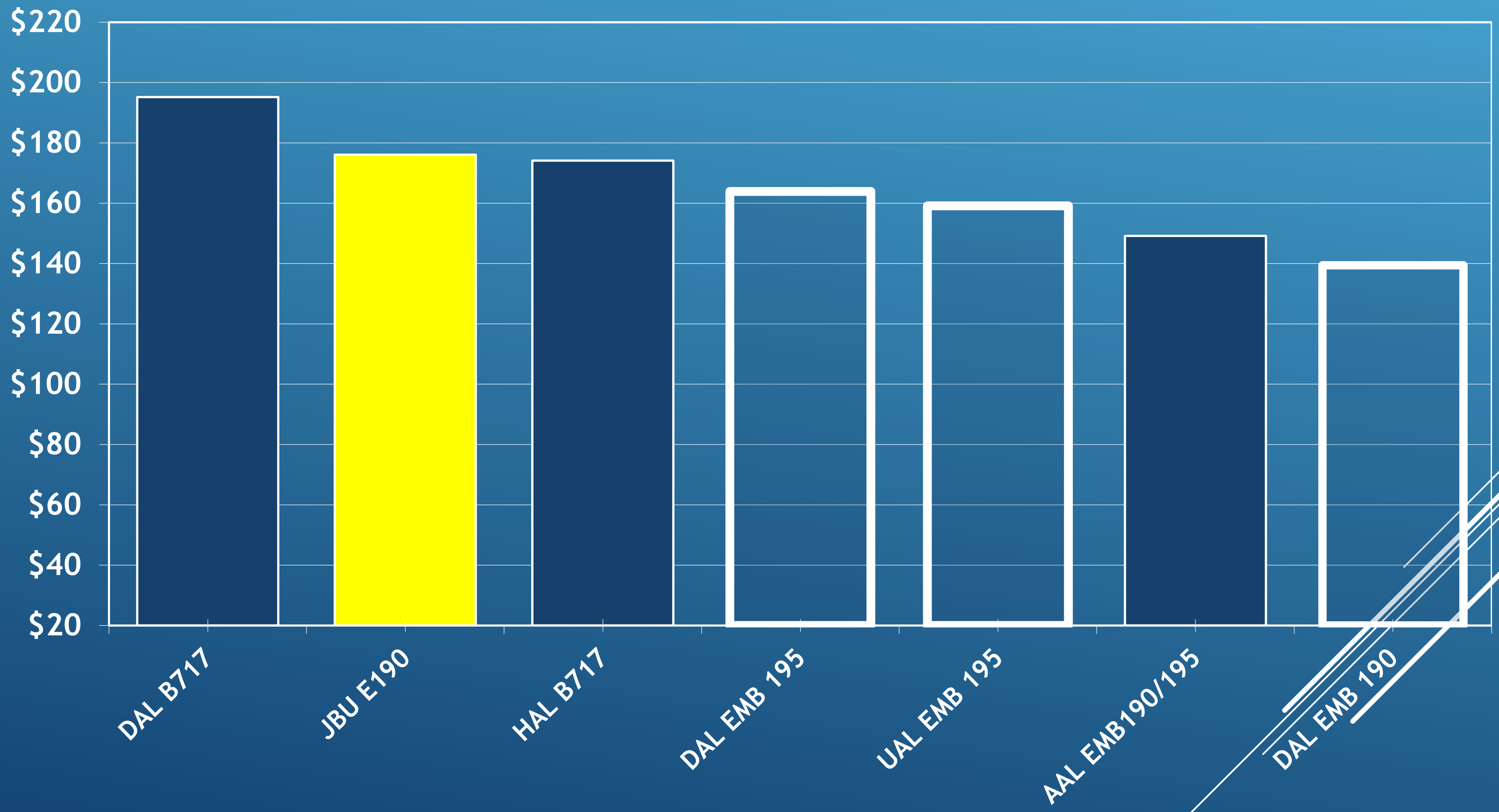
A320 AND SIMILAR FIRST OFFICER SCALES

RATES EFFECTIVE FOR JANUARY 1, 2015



EMB 190/EMB195, B717 12 YEAR CAPTAIN

RATES EFFECTIVE FOR JANUARY 1, 2015



**Delta and United currently do not operate the EMB190 or EMB195

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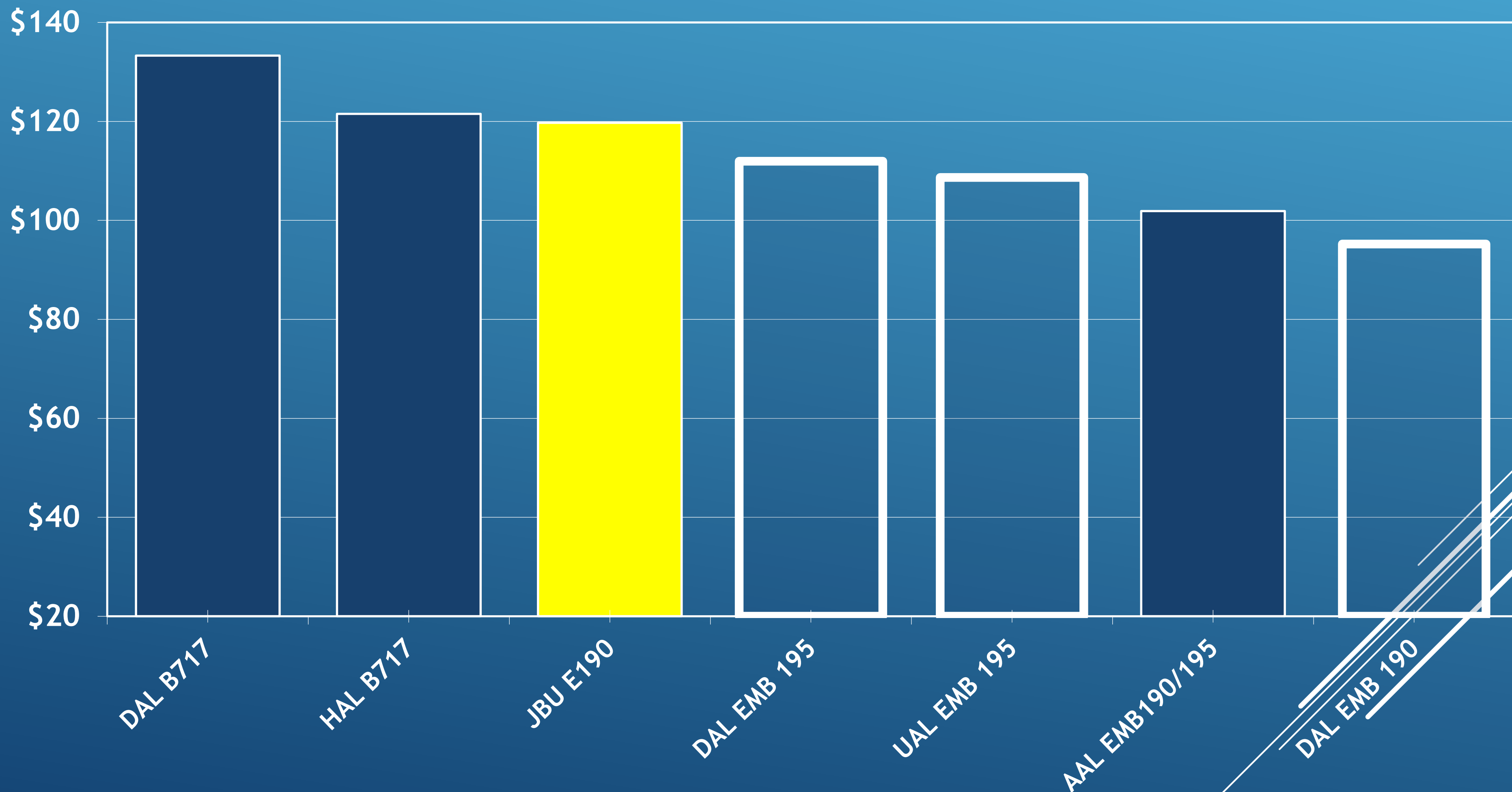
EMB 190/EMB195, B717 12 YEAR FIRST OFFICER

RATES EFFECTIVE FOR JANUARY 1, 2015



**Delta and United currently do not operate the EMB190 or EMB195

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FUTURE SCHEDULED INCREASES

- Alaska
  - 1.5% on 4/1/2015, 3.5% on 4/1/2016, and 1.5% on 4/1/2017
- American
  - 3% on 1/1/2016, 1/1/2017, 1/1/2018, and 1/1/2019
- Delta
  - None
- Hawaiian
  - None
- JetBlue
  - 3.5% Jan. 1, 2016
- Southwest
  - None
- Spirit
  - Varies based on position and YOS
- United
  - 3% on 1/1/2016; 3% on 1/1/2017
- Virgin America
  - None

INTERNATIONAL OVERRIDE PAY

Note: Each airline has different set of rules that define the scope of "International" flying

Airline	Application	Captain	First Officer
Delta	A flight segment between an airport locate in the Mainland United States and either Canada or Alaska will not be considered an international operation.	$6.50	$4.50
United	Except CONUS, Canada, Alaska	$6.50	$4.50
American*	Flights over water only, plus Mexico	$6.00	$4.14
JetBlue	**Override pay applies to special route qualification: (LIR/SJO/MDE/BOG/LIM)**	**$5.11**	**$3.71**
Alaska	ETOPS + International	$5.00	$4.00
Hawaiian		$5.00	IRO:$4, FO:$3
Spirit	Limited to select flying only- South of 15th parallel	8% Override for International	
Southwest			
Virgin America			

Notes:
American: F/O rates are computed at the same longevity of CA's pay as other pay components, The maximum rate is used for this table.

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SCHEDULING, HOURS OF SERVICE AND OTHER PROVISIONS

MINIMUM PAY PER DUTY PERIOD

Airline	Duty Period Average	Average Daily Guarantee	Notes
Delta		5:15	0000-0200 carve out
United		5:00	5 hours per day is per calendar day, not per duty period, and is not an average
American*	5:10		Includes 3 hours min per day if fly two or more duty periods are broken by at least one off duty period away from base
JetBlue	5:00		
Alaska	5:00		
Spirit	4:30		
Southwest	4:21*	5:39**	*Based on 5 TFP's **Based on 6.5 TFP's
Hawaiian	4:10		
Virgin America	3:30		5 Hours on CDO's

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DUTY/TRIP TIME RATIOS

	Duty Rig		Trip Rig
	Duty Time Ratio	Scheduled Duty Time Exceptions	Trip Hour Ratio
Alaska	1 for 2 1 for 1.75	0601-2159 2200-0600	1 for 3.5
American	1 for 2		1 for 3.5
Delta	1 for 2	0600-2159	1 for 3.5
	1 for 1.75	2200 to release from duty period	
Hawaiian	1 for 1.67		1 for 4
JetBlue	**1 for 2** **1 for 1.75***	***If the duty period touches** **0100 -0500**	**1 for 3.5**
Southwest	1 for .74 TFP (1 for 1.55)		1 for 3.45 (converted to hrs.)
Spirit			1 for 4.2
United	1 for 2 1 for 1.75	0600-2159 2200-0600	1 for 3.5
Virgin America			

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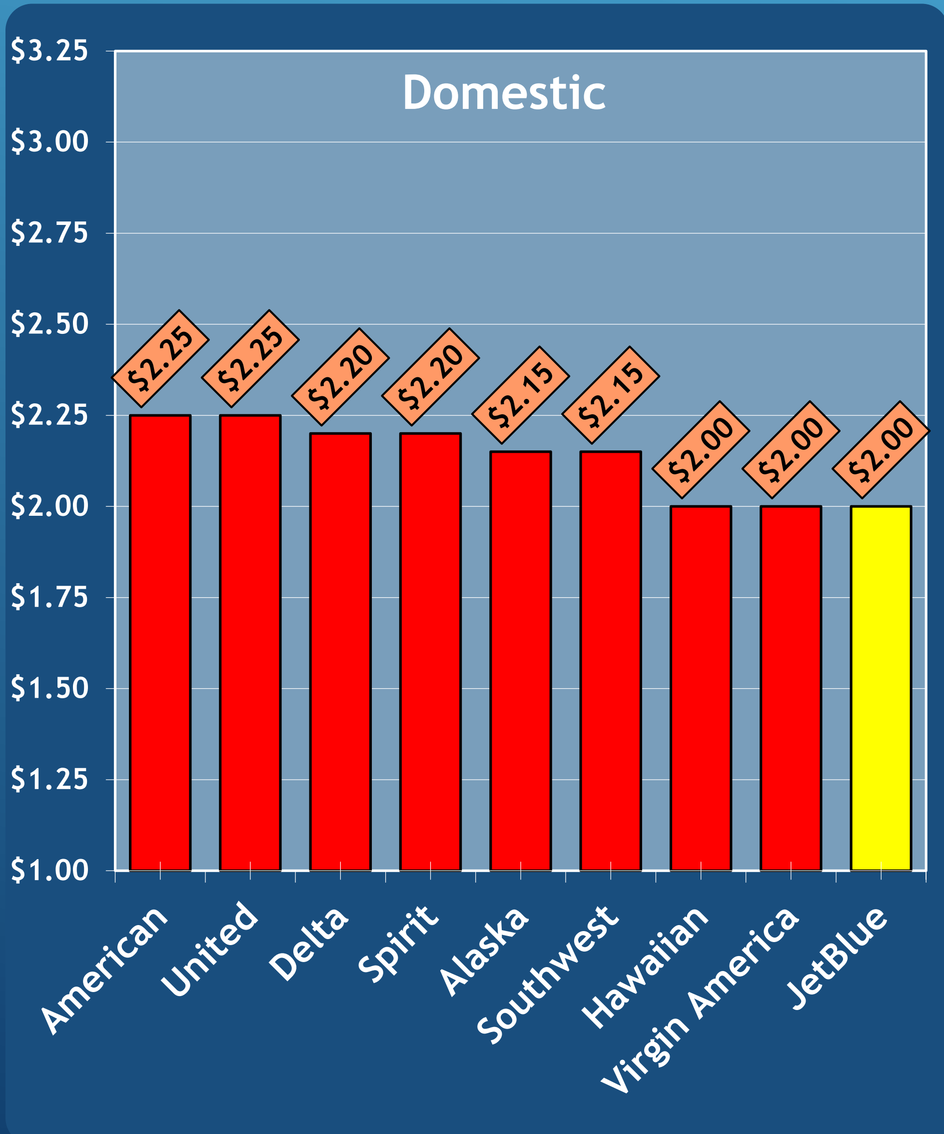
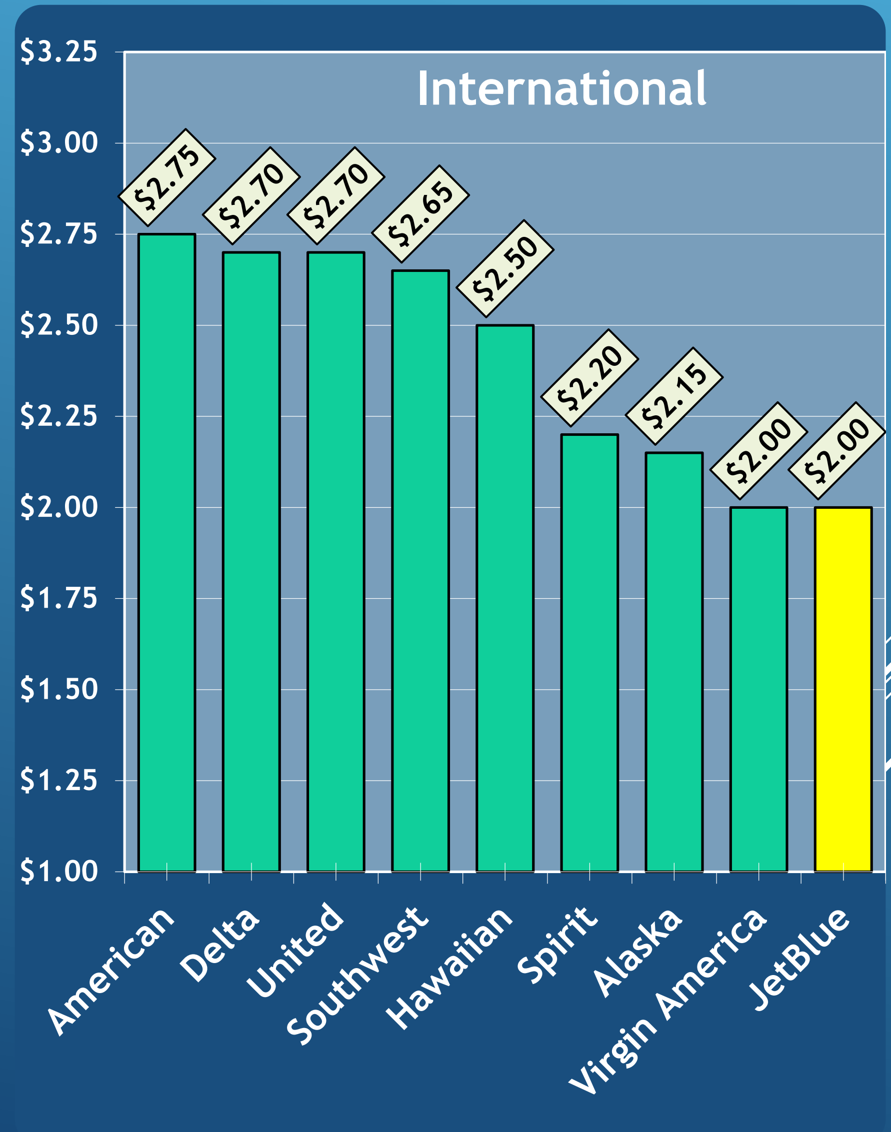
HOURLY PER DIEM - EXPENSE MONEY





United: Increases $0.05 on 1/1/2016 and 1/1/2017

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MINIMUM LINEHOLDER DAYS OFF PER MONTH

	Total
Alaska	12 in 30 day bid period, 13 in 31 day bid period
American	10 days
Delta	12 in 30 day bid period, 13 in 31 day bid period (A pilot's initial line of time will not exceed 18 days in which a pilot is on a rotation without his consent.)
Hawaiian	12 in 30 day bid period, 13 in 31 day bid period
JetBlue	**12 days**
Southwest	15 days in a 30 day bid period; 16 days in a 31 day bid period
Spirit	13 Days
United	12 Days
Virgin America	N/S

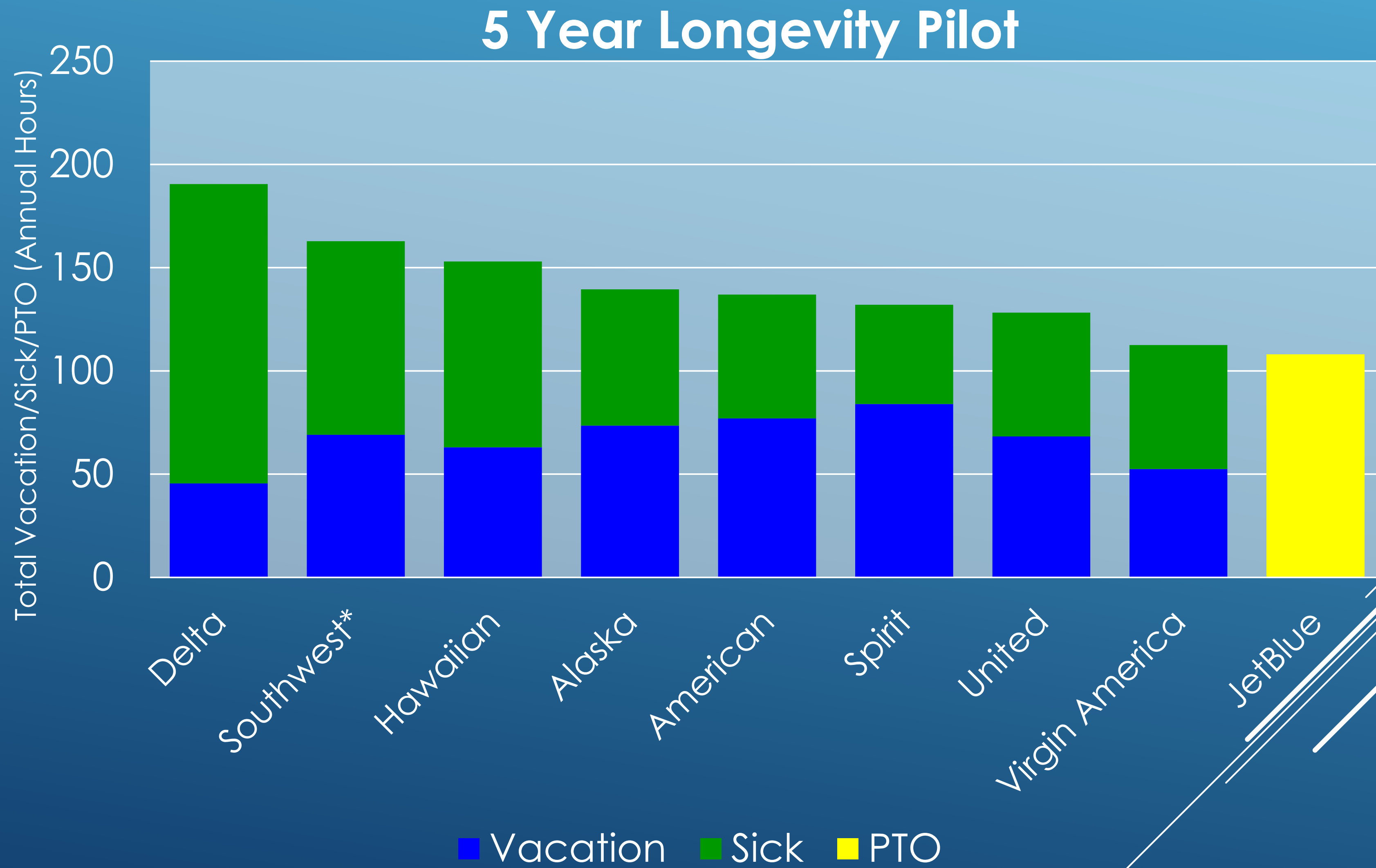
MINIMUM RESERVE DAYS OFF PER MONTH

	Total
Alaska	12 Days
American	12 in 30 day bid period, 13 in 31 day bid period
Delta	13 Days (14 in 31 Day Month) For Reserve Guarantee between 72-74:59 12 Days (13 in a 31 day Month) For Reserve Guarantee between 75-80
Hawaiian	12 Days
JetBlue	**12 Days (13 in 31 Day Month)**
Southwest	14/15 Days
Spirit	12 Days (13 in 31 Day Month)
United	12 in 30 day bid period, 13 in 31 day bid period
Virgin America	12 Days

VACATION –PAY

Vacation Pay		
Pay per Day		
Alaska	3:30 Hours	
American	3:40 Hours	Credit for line construction or RPV purposes at the rate of two hours and forty-five minutes (2:45)
Delta	3:15 Hours	
Hawaiian	3:00 Hours	
JetBlue	5:00 Hours	Assuming an awarded vacation. The Pilot shall be paid and credited 35 hours per week but the Pilot's PTO bank will only be debited 24.5 hours per week.
Southwest	3:15 or trips dropped	Based on 3.75 TFP, converted to hours
Spirit	4:00 Hours	
United	3:15 Hours	
Virgin America	3:30 Hours	

PTO/VACATION/SICK ACCRUAL COMPARISON



*Southwest: Vacation-Based on 3.75 TFP, converted to hours, Sick- Based on 89 TFP monthly

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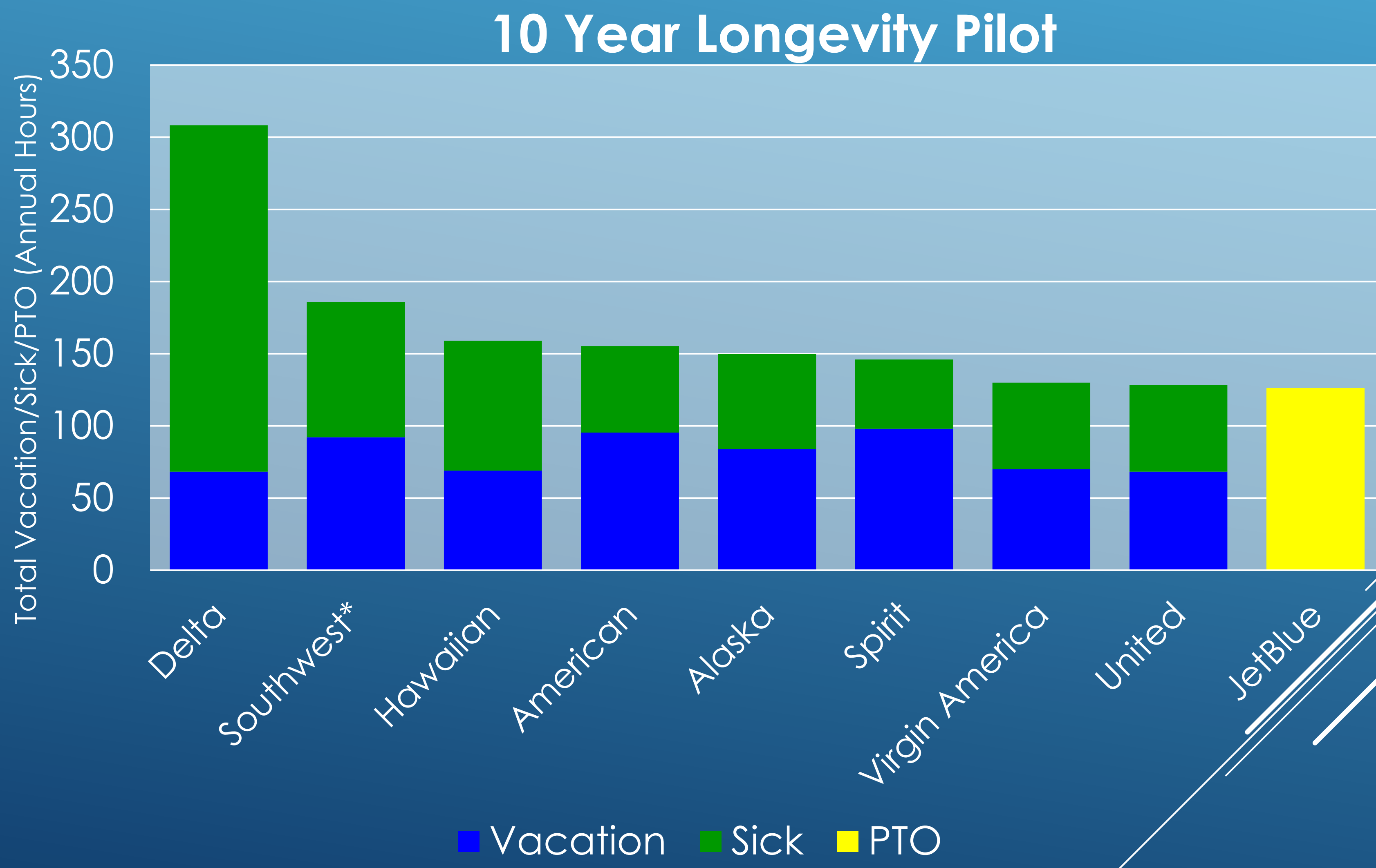
PTO/VACATION/SICK ACCRUAL COMPARISON



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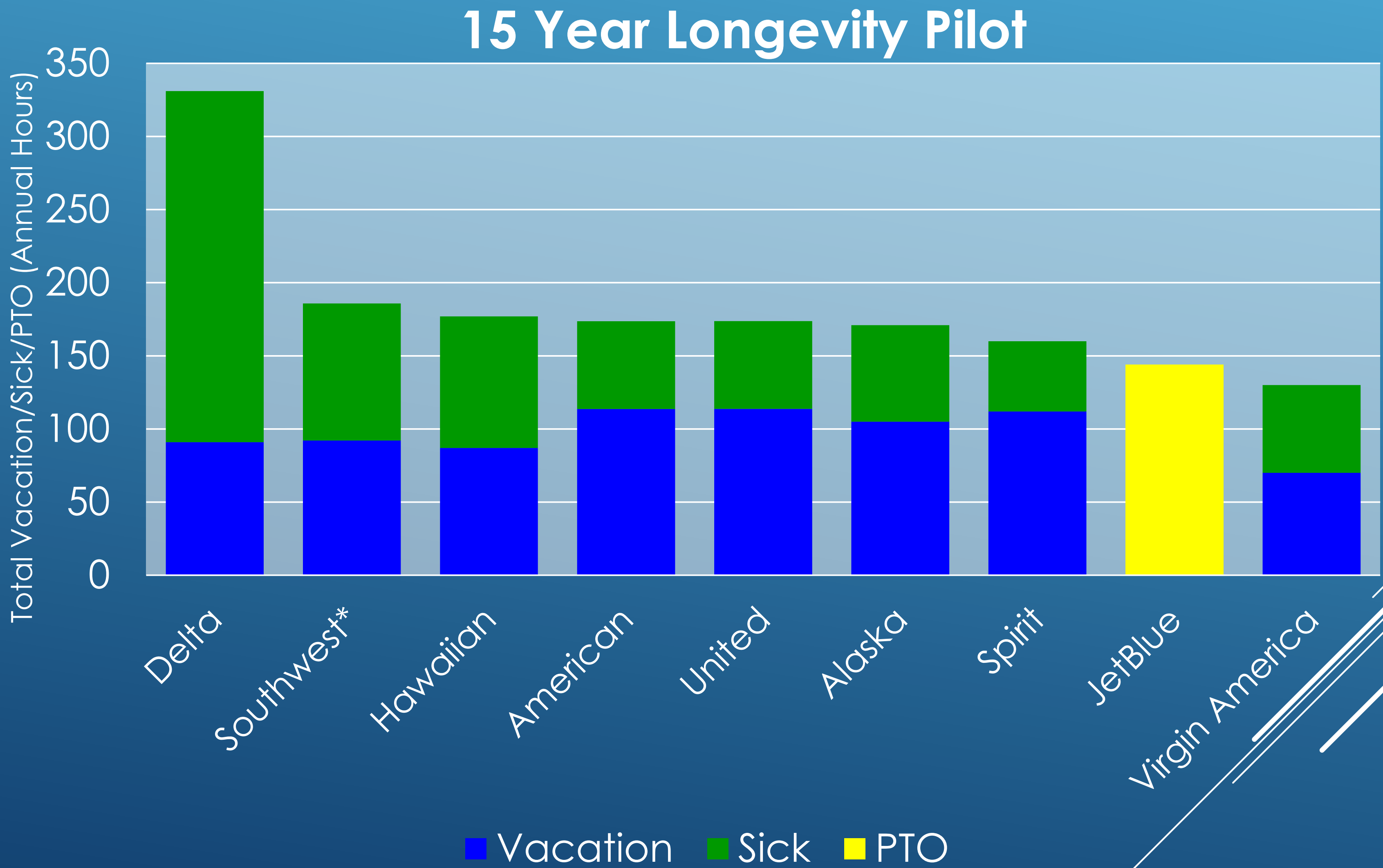
PTO/VACATION/SICK ACCRUAL COMPARISON



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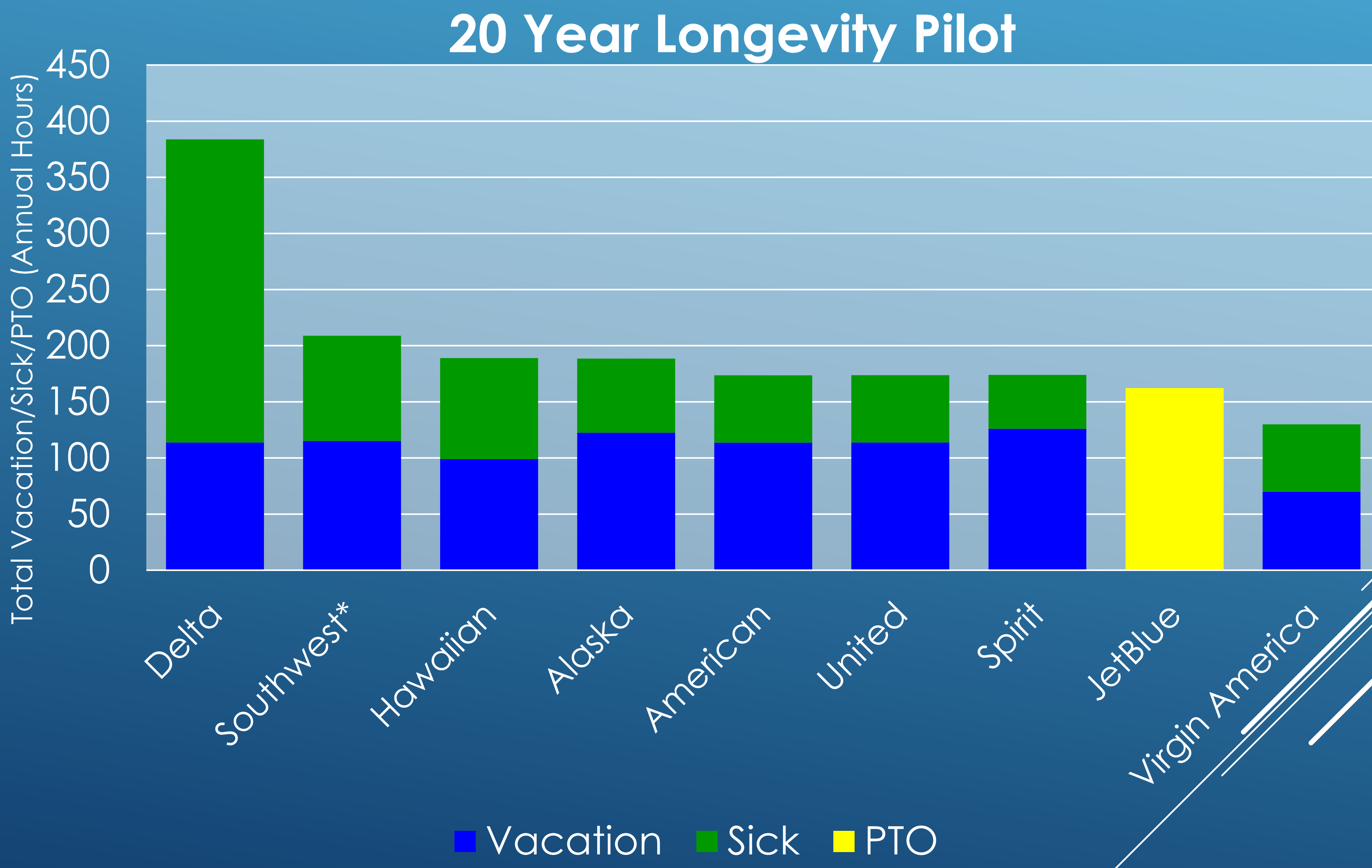
PTO/VACATION/SICK ACCRUAL COMPARISON



*Southwest: Vacation-Based on 3.75 TFP, converted to hours, Sick- Based on 89 TFP monthly

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PTO VS. VACATION/SICK ACCRUAL APPENDIX

Total Vacation and Sick Hours (Vacation Accrual X Vacation Pay per Day) + (Sick Accrual/Month X 12 Months)				
Carrier	**5 year longevity**	**10 year longevity**	**15 year longevity**	**20 year longevity**
Alaska	73.5 hours vacation 66 hours sick	84 hours vacation 66 hours sick	105 hours vacation 66 hours sick	122.5 hours vacation 66 hours sick
American	77 hours vacation 60 hours sick	95.33 hours vacation 60 hours sick	113.67 hours vacation 60 hours sick	113.67 hours vacation 60 hours sick
Delta	45.5 hours vacation 145 hours sick	68.25 hours vacation 240 hours sick	91 hours vacation 240 hours sick	113.75 hours vacation 270 hours sick
Hawaiian	63 hours vacation 90 hours sick	69 hours vacation 90 hours sick	87 hours vacation 90 hours sick	99 hours vacation 90 hours sick
JetBlue	**108 hours PTO**	**126 hours PTO**	**144 hours PTO**	**162 hours PTO**
Southwest*	69.1 hours vacation 93.7 hours sick	92.1 hours vacation 93.7 hours sick	92.1 hours vacation 93.7 hours sick	115.2 hours vacation 93.7 hours sick
Spirit	84 hours vacation 48 hours sick	98 hours vacation 48 hours sick	112 hours vacation 48 hours sick	126 hours vacation 48 hours sick
United	68.25 hours vacation 60 hours sick	68.25 hours vacation 60 hours sick	113.75 hours vacation 60 hours sick	113.75 hours vacation 60 hours sick
Virgin America	52.5 hours vacation 60 hours sick	70 hours vacation 60 hours sick	70 hours vacation 60 hours sick	70 hours vacation 60 hours sick

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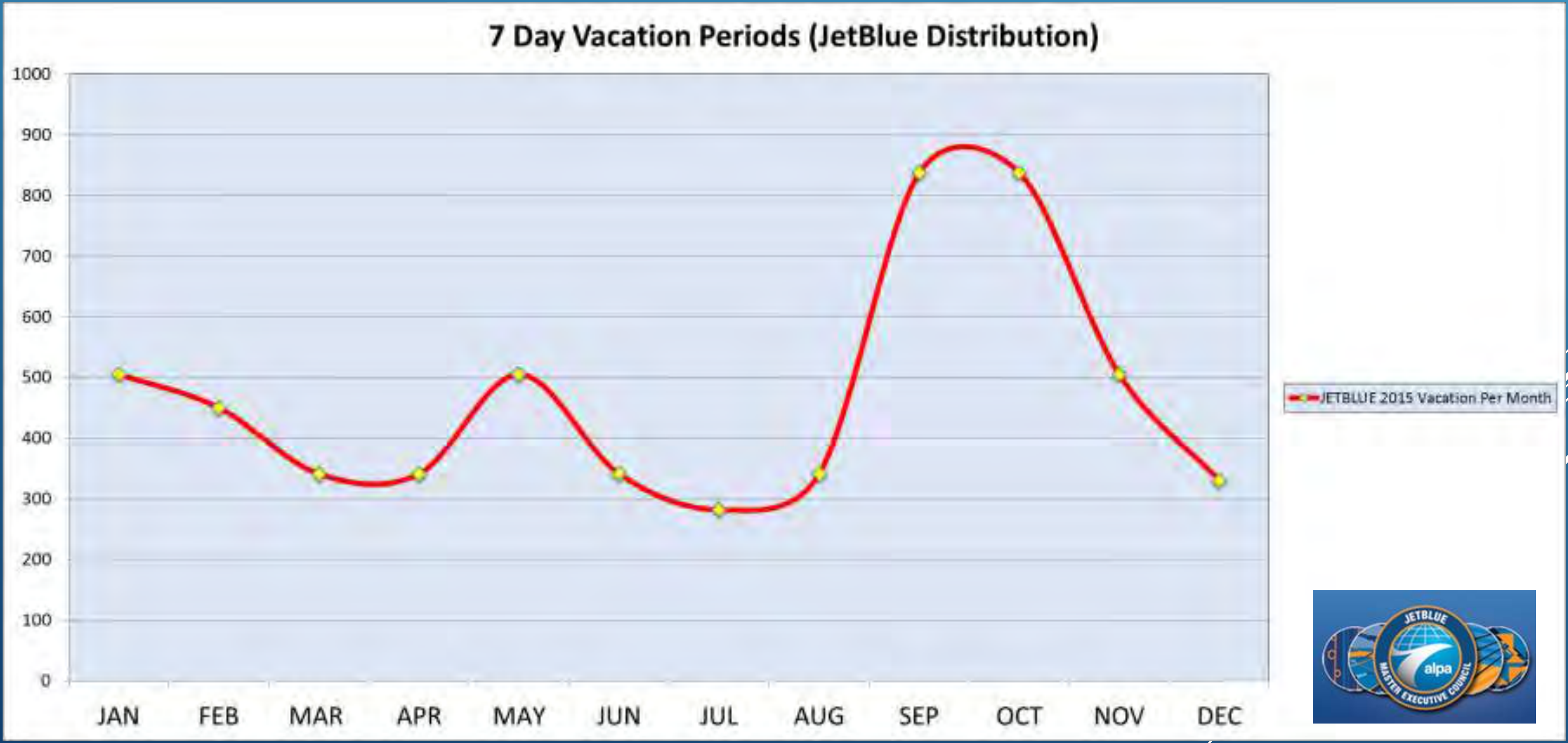
*SWA: Vacation-Based on 3.75 TFP, convert to hours, Sick-Based on 89 TFP monthly

MONTHLY VACATION DISTRIBUTION

Airlines typically have a minimum number of weeks distributed each month throughout the year in contractual language. Other airlines have vacation accrual in which all weeks accrued for use in a particular vacation year are allowed to be bid upon.

JetBlue is only required to allocate 2 weeks per pilot. The chart below shows the JetBlue 2015 vacation bid last October. Please see the Appendix at the end of this comparison for further detailed contractual language.



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TRAINING PAY

Carrier	Qualification Training (per day)	Continued Qualification Training (per day)	Distributed Training	Notes
Alaska	2:50* 85:00**	4:40***	58% of hourly rate for credited duration of event	*Or trips dropped whichever is greater for less than 15 days of training **For more than 15 days of training that is pre-posted ***3:30 per day if less than 6 hours
American	4:00*	4:00*	1 minute for every 2 minutes	*Per day of actual training; 4:03 if on Short Call, 4:13 if on Long Call
Delta	Greater of 1/30 or 1/31 of ALV or trips dropped*	3:45	1 minute for every 2 minutes	*For entire period of training
Hawaiian	3:00*	4:00	1:00 pay for every 2:00 period	Full month training is paid 93:00
JetBlue	**70:00***	**4:00**	**1 minute for every 3 minutes of run time**	***Minimum monthly guarantee for training**
Southwest	4:23	4:23	<4 hours – 2:11 4-8 hours – 4:23	
Spirit	4:00	4:00		Trips missed or 4:00 on day off
United	3:00*	3:45	1 minute for every 4 minutes**	*Per day of actual training **Minimum of 1 hour
Virgin America	3:30	3:30	7 hours of credit (equivalent to 2 days of ground school)	Not eligible for incentive pay

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PREMIUM PAY

- **Alaska**
  - All Voluntary Senior Available flying will pay 150%. Premium trips pay 150%.
- **American**
  - The Company may designate at any time any sequence as a premium pay sequence.
  - Such sequence(s) will pay a premium of fifty percent (50%) over the pilot's base hourly pay rate
  - Reassignments outside the original sequence will pay at 150%
  - For flying into days off
- **Delta**
  - 200% for GS flying over the lesser of the average line value or 75 hours
  - Reserve on days off – single pay above guarantee for premium pay flying; days off repaid after premium trip
  - Reroute premium pay penalty – 100% for additional duty periods extending into days off for reasons within Company control.
- **Hawaiian**
  - None

PREMIUM PAY *(CONT'D)*

- **JetBlue**
  - 150% Pay
  - Premium will be available to all Pilots as PTO sellback, RSAs, VDA, Emergency Assignments (EA), RSX , and as needed by JetBlue.
    - Some pilots working under old PEA's have 78 and 70 hour pay trigger.
    - Holiday pay at 200% for Christmas, New Years, and Thanksgiving
- **Southwest**
  - Charter Pay will be at (150%), Time and a half (1.5) for most reassignments, move-ups and add-ons. Thanksgiving Day, Christmas Day, and New Years Day pay 1.5
- **Spirit**
  - Crew Move Up Pay and Open Time (Standing Available List) at 150%, Holiday Pay ($75)
- **United**
  - Designated Lineholder premium pay trips (20-H-4) at company discretion, 50%/75%/100%
  - Ops Integrity pay if waive 2-4 hours of layover minimums

PREMIUM PAY *(CONT'D)*

- **United (cont'd)**
  - MPG Increase for unused Short Calls
  - If crew agrees to minimum rest at layover to make on time departure - 5 hours of incentive pay
  - Pilot may volunteer to extend duty day in some instances for 2.5 or 5 hours Add Pay
  - Center seat deadhead 50% Add Pay
  - Inverse Reassignment 125% Add Pay
  - Add pilot with holiday off assigned or reassigned into that holiday, 5 hours Add Pay
  - Reserves may volunteer for extra reserve day for 4 hours Add Pay
- **Virgin America**
  - A pilot will receive incentive pay earnings for all eligible credit hours in excess of 80 for a bid period. The additional earnings will be paid at 25% of the pilot's base rate.
    - sick pay, hours (regular and catastrophic), personal days, jury duty, bereavement, special assignments, drug testing credit, vacation 'pay out,' Day Off credit, and distance learning pay are not eligible for threshold.

JUNIOR MANNING PAY

- **Alaska**
  - 150% pay for pilots who accept junior available trips
- **American**
  - Reassignments on days off may trigger pay at 150%, for up to 5 hours over monthly scheduled maximum.
  - Premium is only paid for time above monthly scheduled maximum
  - Must offer premium pay for trip selection before inversely assigning a pilot
- **Delta**
  - Regular pilot inversely assigned rotation(s) will receive double pay, no credit for such flying.
  - Reserve, single pay, no credit (above reserve guarantee) for the portion of such rotations that interrupt X-days. Violated X-days are repaid at the end of the rotation.
- **Hawaiian**
  - If any trip remains uncovered, after the OTSL procedures, the Company shall recall pilots (at double the pilot's hourly rate-200%- Recall Pay)

JUNIOR MANNING PAY *(CONT'D)*

- **JetBlue**
  - For VDA, EPS & RDA, Pilots receive JRA plus Premium for a total of 190% of their base rate.
  - For EA assignments, pilots receive JRA rates or 140%.
- **Southwest**
  - Junior Available pay/double-time for any involuntary assignment or reassignments which results in a duty period n a scheduled day off
- **Spirit**
  - Any pilot who is junior assigned paid at two hundred percent (200%)
- **United**
  - Telephone Inverse Assignment, No Conflict- Add pay of 100% of the trip's pay value.
  - Inverse Reassignment At Completion of Trip- Receives Add pay of 125% of scheduled flight time and deadhead time of the new trip, including subsequent reassignments.
- **Virgin America**
  - Premium Pay for Operational Assignments (25% if more than 1 year of service, $15 for less than 1 year of service)

PROFIT SHARING

- **Alaska**
  - Performance-based annual targeted payout of 5% of wages
- **American**
  - $50-$100 monthly, based on performance metrics
- **Delta**
  - The Plan pays 10% of pretax income levels up to and including $2.5B and 20% over $2.5B.
  - Awards allocated based on individual employee's annual compensation as a percentage of total annual compensation of all eligible employees
  - Pensionable
  - Monthly Incentive Program – $25 to $100 per month pensionable, based on operation performance criteria

PROFIT SHARING *(CONT'D)*

- **Hawaiian**
  - Profit Bonus Plan- target of 5% of wages
  - $150 per quarter (incentive plan)
- **JetBlue**
  - The discretionary profit sharing program, which is subject to change, is currently equal to the difference, if any, between: (a) the employee's proportionate share of a pool totaling 15% of the Airline's annual pre-tax profits, and (b) the amount that may be allocated equal to 5% of such employee's Plan-eligible pay "Retirement Plus".
- **Southwest**
  - The Plan pays 15% of Operating Profit, but at a minimum 0.1% of annual compensation for each eligible employee
  - Established as a money purchase defined contribution plan and employee stock ownership plan
  - A uniform percentage calculated by dividing the total contribution by the total annual compensation of all eligible employees multiplied by each employee's annual compensation
  - 5 year vesting period

PROFIT SHARING *(CONT'D)*

- **Spirit**
  - If the Company implements a profit-sharing/bonus plan for other employees, pilots shall be included as participants in such plan(s)
- **United**
  - For profit-sharing based on the years 2014 and beyond, the Company profit sharing plan shall be funded with ten percent (10%) of pre-tax profit up to a pre-tax margin of 6.9% plus twenty percent (20%) of pre-tax profit in excess of a pre-tax margin of 6.9%.
  - Special and unusual items shall be excluded from pre-tax profit when making the calculations
  - Not pensionable
- **Virgin America**
  - N/S

SCOPE SUMMARY

"X" TO INDICATE LANGUAGE IS PRESENT RELATING TO THAT SUBJECT

See Appendix at the end of this comparison for further detailed contractual language

Carrier	Successorship	Merger and Labor Protections	Subcontracting	Fragmentation-Transfer of Assets	Alter Ego-Change in Control	Domestic and International Codeshare	Express Requirements (Small Jet)
Alaska	x	x					
American	x	x	x	x	x	x	x
Delta	x	x	x	x	x	x	x
Hawaiian	x	x		x	x	x	x
JetBlue	**x**	**x**		**x**			
Southwest	x	x	x	x	x	x	x
Spirit	x	x	x		x	x	
United	x	x	X	x		x	x

Virgin America not included in the Scope Summary

RETIREMENT AND INSURANCE

RETIREMENT PLANS

Carrier	B Plan (Defined Contribution	C Plan / 401(k)	New Hire (Defined Contribution
Alaska	N/A	13.5% (hired 1/1/2010 and after)	13.5% (no match required)
American	Liquidated 8/2012	16%	16% (no match required)
Delta	13%	2%	15% (no match required)
Hawaiian	N/A	15% contribution for new hires after 6/1/05	15% (no match required)
JetBlue	**N/A**	**5% Retirement Plus+ 3% Retirement Advantage+ 100% of the first 5% match**	**13% (subject to match, includes 5% Retirement Plus)+**
Spirit	N/A	100% of the first 9%	9% match only
Southwest	N/A	100% of the first 9.3%	9.3% match only
United	9%	7%	16% (no match required)

*Terminated plans will receive PBGC benefits
+ Up to 5% profit sharing into retirement based on profits. Retirement Advantage paid out quarterly, Profit Sharing paid out once annually

MEDICAL

Carrier	Plan Type	Monthly Pilot Contribution Family Coverage	Contribution Percentage
Alaska	PPO (includes dental)	$373.26	20%
	HDHP/HSA (includes dental)	$210.26	14%
American	PPO- Value	$496.88	N/S
	HRA-Standard	$298.73	N/S
	HDHP/HSA- Core	$260.40	N/S
Delta	PPO-DPMP	$528	22%
	HRA Gold	$327	21%
	HDHP-HSA Gold Silver Bronze	$310 $176 $119	23% 14% 10%
Hawaiian	HMO	$180	N/S
	PPO	$180	14%

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MEDICAL *(CONT'D)*

Carrier	**Plan Type**	**Monthly Pilot Contribution Family Coverage**	**Contribution Percentage**
JetBlue	**HRA- Green Plan**	**$316**	**21%**
	HDHP/HSA- Blue Plan	**$399**	**26%**
Spirit	POS- Plan A (includes Dental)	$448.38	23%
	HRA (includes Dental)	$270.66	15%
	EPO (includes Dental)	$383.48	39%
	POS- Plan B (includes Dental)	$618.14	29%
Southwest	HDHP/HSA	$15	N/S
	PPO- Choice Plan C	$169	N/S
	PPO- Choice Plus Plan	$273	N/S
United	PPO $350 $750 $1,250 Traditional Core	$322.36 $258.10 $179.02 $338.15 $307.97	19% 18% 12% 19% 19%
	EPO-BYO (in-network only)	Varies	N/S
	EPO- Core	$318.47	19%
	HDHP/HSA- Core	$300.23	19%

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MEDICAL *(CONT'D)*

Carrier	Plan Type	Family Deductible In-network/Out-of-network	Co-Insurance In-network/Out-of-network	Family (or pp) OOP Limit In-network/Out-of-network
Alaska	PPO (includes dental)	$500/$700	80%/60% R&C	$4,000/$6,000
	HDHP/HSA (includes dental)	$2,500/$5,000	80%/60% R&C	$7,000/$14,000
American	PPO- Value	$1,050/$4,650	80%/60% R&C	$6,050/$19,650
	HRA-Standard	$2,400/$9,000	80%/60% R&C	$7,400/$24,000
	HDHP/HSA- Core	$4,000/$8,000	80%/60% R&C	$8,000/$24,000
Delta	PPO-DPMP	$700	80%/70% R&C	$4,700
	<u>HRA</u> Gold	$3,900/$7,800	80%/60% of 140% of MNRP	$9,900/$19,800 Includes Rx cost-sharing
	<u>HDHP-HSA</u> Gold Silver Bronze	$2,600/$5,200 $7,800/$15,600 $9,300/$18,600	80%/60% of 140% of MNRP	$7,600/$15,200 $12,800/$25,600 $12,900/$25,800 Includes Rx cost-sharing
Hawaiian	HMO	N/A	100% after $10 copayment	$4,500
	PPO	$300	90% inpatient, outpatient 80%, 70% R&C	$7,800

MEDICAL *(CONT'D)*

Carrier	Plan Type	Family Deductible In-network/Out-of-network	Co-Insurance In-network/Out-of-network	Family (or pp) OOP Limit In-network/Out-of-network
JetBlue	**HRA- Green Plan** **HDHP/HSA- Blue Plan**	**$2,600/$3,900**	**80%/60% R&C**	**$8,600/$12,900** **Includes all cost-sharing**
Spirit	POS- Plan A (includes Dental)	$1,200/$2,400	90%/70% R&C	$7,950/$15,900
	HRA (includes Dental)	$4,500	90%/60% R&C	$7,500/$10,500
	EPO (includes Dental)	None	$17 copayment. No coverage out of network	$3,598
	POS- Plan B (includes Dental)	$750/$1,500	100% after $11 copay, 80% R&C	$3,000/$6,000
Southwest	HDHP/HSA	$3,000	80%/60% R&C	$12,000/$16,500 Includes copayments, including for Rx
	PPO- Choice Plan C	$2,000/$6,000	80%/60% R&C	$9,600/$24,000
	PPO- Choice Plus Plan	$750/$2,250	85%/60% R&C	$8,600/$21,500
United	PPO $350 $750 $1,250 Traditional Core	$1,050/$9,000 $2,250/$9,000 $3,750/$9,000 $500 $600/$1,200	80%/60% R&C	$13,200/$20,200 $13,200/$20,200 $13,200/$18,200 $13,200 $13,200/$17,200 Includes deductible and separate Rx OOP
	EPO-BYO (in-network only)	Varies	Choice of $25/$40	$13,200
	EPO- Core	$400	90% after copay	$13,200
	HDHP/HSA- Core	$5,000/$10,000	95%/60%	$6,000/$12,000

DENTAL

Carrier	Plan Type	Monthly Pilot Contribution Family Coverage	Contribution Percentage	Family Deductible In-network/Out-of-network
Alaska	Indemnity	Included in medical contribution	--	$50
American	Indemnity	Plan 1: $8.00 Plan 2: $0	36% --	$50 per person, waived for ortho
Delta	PPO	Basic: $24 DPMP: $30 Comprehensive: $45	43% 30% 30% 22%	$0 $125 $240
Hawaiian	PPO	None required	--	None
JetBlue		**$73.50**	**53%**	**$150**
Spirit	DPPO DMO	$56.42 $56.42		$179 None
Southwest	Indemnity	Regular: $0 Basic: $5 Optional: $42	--	$50 per person
United	PPO	Core PPO: $31.05 PPO: $18.41 PPO Plus: $21.33 DHMO: $12.27	20%	$100 $150/$300 $100/$200 $0

Prepared by the ALPA Economic and Financial Analysis Department

DENTAL *(CONT'D)*

Carrier	Plan Type	Maximum Annual Benefit In-network/Out-of-network	Maximum Lifetime Ortho Benefit In-network/Out-of-network
Alaska	Indemnity	$1,750	$2,000
American	Indemnity	$1,000	$1,000
Delta	PPO	Basic: $600 DPMP: $2,000 Comprehensive: $2,500	N/A $3,000 $3,000
Hawaiian	PPO	Unlimited	$1,500
JetBlue	**PPO**	**$1,500**	**$1,500**
Spirit	DPPO DMO	$1,500 Per schedule	$1,500 Per schedule
Southwest	Indemnity	Regular: $1,000 Basic: $1,500 Optional: $2,000	Regular: $1,000 Basic: $1,500 Optional: $2,000
United	PPO	Core PPO: $2,000 PPO: $1,500 PPO Plus: $2,000 DHMO: Unlimited	$2,000 Not covered $2,000 Unlimited

LIFE INSURANCE

Carrier	Pilot Coverage	*Notes
Alaska	$150,000	
American	$70,000	Additional $105,000 payable if pilot dies prior to age 50 or after age 50 with no spouse (or married less than 12 months prior to death)
Delta	$676,000	
Hawaiian	$100,000	
JetBlue	**$100,000**	
Spirit	Captains: $100,000, First Officers: $75,000	
Southwest	$50,000	
United	Hourly Rate X 1,026, Minimum of $100,000	

DISABILITY

Carrier	Benefit	Maximum Amount	Benefit Period End	Pilot Cost
Alaska	Short Term: 40% X weekly earnings (option to purchase additional) Long Term: 50% of last full 12 months	Short Term: up to $1,000/week for 26 weeks	Long Term: Age 65	Short Term: $26/mo for $500 buy up coverage
American	Short Term: 40% X weekly earnings Long Term: For disabilities occurring after 10/2012: 60% x avg. monthly compensation in last 12	Short Term: 26 weeks Long Term: $8,000/mo	FAA mandatory retirement age, limited to 24 months for mental/nervous and/or chemical dependency (suspended during furlough)	None
Delta	50% x FAE (highest 12 consecutive months of last 36)	Short Term: 26 weeks	FAA mandatory retirement age, limited to 30 months for mental illness or substance abuse, 54 months lifetime	None
Hawaiian	10% x last year earnings at 2 years of service, increased 5% per year to 50% at 10 years of service No Short Term Plan	Cannot exceed normal retirement benefit	Lifetime benefit, limited to 24 months for substance abuse	None

Prepared by the ALPA Economic and Financial Analysis Department

DISABILITY *(CONT'D)*

Carrier	Benefit	Maximum Amount	Benefit Period End	Pilot Cost
JetBlue	**Short Term: Choice of 3 plans** **Long Term: 55% x gross compensation plus optional buy-up of 5%**	**Short Term: Low/Core max benefit of $1,500 for 26 weeks, High max benefit of $3,000 for 26 weeks** **Long Term: $15,000/month**	**FAA mandated retirement age, limited to 12-60 months if disability occurs at age 62 or later. 24 months due to mental illness**	**Short Term: 100% pilot paid (after tax)** **Long Term: None for basic coverage; buy-up 100% pilot paid with after tax dollars $0.43/$100 compensation**
Spirit	Long Term Basic: 60% x earnings Option to buy up Short Term: No plan	Long Term: $5,000/month Buy up to $10,000/month	Long Term: SSRA if disabled prior to 65, limited to 24 months/lifetime for mental illness and substance abuse	No cost for Basis, Buy up $1.95/$100 Short Term: No plan
Southwest	Short Term: Pay rate X 100 trips Long Term: 66 2/3% x earnings	Short Term: Min/Max benefit of $1,000/$6,000 per month for 12 months Long Term: $12,500/month	Long Term: Age 60 or age 65 if SSD, limited to 12 months for disability resulting from mental, emotional, behavioral or stress related disorders or from alcohol or drug addictions	Short Term: $30-$50/month funded by pilots Long Term: Pilot pays $0.97/$100
United	Long Term: 50% x Monthly earnings Short Term: No plan	Long Term: maximum of $8,000/month (after offsets)	Mandatory retirement age, limited to 12 months/lifetime for alcohol or substance abuse (cease upon furlough or termination)	Long Term: Pilots pay 35% of cost (1.38% of hourly rate), company pays 2.58% (income imputed)

RETIREE MEDICAL

Carrier	Eligibility	Benefit	Monthly Pilot Cost
Alaska	Age 45 with 60 months of service (pre-Medicare plan only)	Same plan as actives until Medicare eligibility	50% of group rate
American	Retiree age 60+ who have provided 4 month notice of retirement	HRA: Notional account equal to $25/hour of banked sick time at retirement to be used for payment of retiree premiums	N/A
Delta	Normal (Age 60) and early retirees (Age 50+)	Choice of Bronze HAS or DPMP until Medicare eligibility	NR- 100% of the retiree premium or 51% of DPMP retiree premium. ER- 100% of retiree premium to age 60, thereafter, until age 65, 51% of DPMP retiree premium or 100% of the premium for other plans
Hawaiian	Normal and disability retirees who retire at age 60+ with 10+ y/s and dependents per dependent eligibility	Same plan as actives, coordinated with Medicare	None, Early Retirees pay 100% of cost

Prepared by the ALPA Economic and Financial Analysis Department

RETIREE MEDICAL *(CONT'D)*

Carrier	Eligibility	Benefit	Monthly Pilot Cost
JetBlue	**No Plan**		
Spirit	No Plan		
Southwest	All retirees age 55 or older, and dependents per active pilot dependent eligibility. 15 y/s required for pilots retiring prior to age 60.	Early retirees - same plan as actives' Plan C and, if elected, Basic Dental, to Medicare eligibility. Normal retirees - same plan as actives to Medicare eligibility.	Sick leave may be traded for continued COBRA rate for plan chosen. Rules for sick trade based on TFP and age.
United	Retired pilot, age 50 with 10 y/s and dependents per active pilot dependent eligibility.	Same plan as actives until Medicare eligibility Also have RHA (Retiree Health Account)- funded during active employment Also have Post Medicare Medical (3 choices to pilot)	Percentage of cost based on y/s: <20 y/s - 80%; 20-24 y/s - 60%; 25+ y/s - 40%. RHA funding: $1/hour of pilot pay (excess DC contributions and forfeited vacation also made to RHA)

APPENDIX

MONTHLY VACATION DISTRIBUTION

- **Alaska**
  - (1) Minimum per Bid Period: Calculation = the number of vacation days, for that year, eligible to be taken for each individual BPL x 3% rounded down but not less than 20 days. This minimum may be utilized no more than three Bid Periods per year.
    - Example: total Seattle B737 Captains = 11,000 vacation days; 11,000 x 3% = 330 vacation days per Month.
  - (2) Other Bid Periods: Vacations will be distributed evenly in all other Bid Periods. The Company may increase the allotment in a given Bid Period should staffing allow. The number of vacation days for each Month will be evenly distributed throughout the Month.
- **American**
  - a. The Company shall make all weeks of the vacation year available in each bid status (minimum one (1) man-month of vacation per bid month). Pilots shall be permitted to bid for vacation weeks in any adjoining combination within a calendar month.
  - b. The Company shall make no less than five percent (5%) of the total vacation to be awarded available in each bid status during any month of the vacation year, but not less than a. above.
  - c. (1) In each bid status, five percent (5%) need not be applied in any month that planned ramp hours exceed the vacation year average by more than ten percent (10%) for that bid status.
    - (2) Exceptions under c.(1) will not exceed ten percent (10%) of total bid status-months in the system.
- **Delta**
  - Every week of a vacation year will:
    - a. begin on Sunday, commencing with the first Sunday of the vacation year.
    - b. be available for at least one percent of the total number of vacation periods to be awarded in a category (reduced to the closest integer, but no lower than one).

MONTHLY VACATION DISTRIBUTION (CONT'D)

- **Hawaiian**
  - The number of vacation lines posted in each category at each domicile shall not be less than the number of pilots in each category at each domicile multiplied by the following percentages:
    - a. Calendar Period Minimum Number of Pilots
      - January 4 thru June 30 10%
      - July 1 thru September 15 5%
      - September 16 thru December 19 10%
      - December 20 thru January 3 5%
- **JetBlue**
  - Crew Planning will allocate no less than two (2) vacation periods per calendar year per Active Pilot. The allocation is based on the total number of Active Pilots assigned to each Base and Seat as follows:
    - 1. One (1) period per Active Pilot in each Base and Seat predicated upon the expected Active Pilots in the Base and Seat on January 1st of the vacation year. These weeks will be equally distributed throughout the year across all biddable weeks. Due to software limitations, weeks which touch more than one (1) Bid Period are not considered biddable.
    - 2. One (1) additional period per pilot in each Seat and Base. These weeks will be distributed at the discretion of Crew Planning.
    - 3. For a Base and Seat with fewer than 48 Pilots, a minimum of one (1) vacation period per biddable week will be allocated. This allocation will be part of the total vacation periods offered for that Base and Seat.
    - 4. Crew Planning may offer any additional vacation periods at their discretion.

MONTHLY VACATION DISTRIBUTION (CONT'D)

- **Southwest**
  - In computing the Captain list for each domicile, the Company must post for bid a minimum of six percent (6%) of the accrued vacation periods in each bid period; twenty-six and three-tenths percent (26.3%) during June through August; and eight and eight-tenths percent (8.8%) during the month of November and the month of December.
  - c. In computing the First Officer list for each domicile, the Company must post for bid a minimum of six percent (6.0%) of the accrued vacation periods in each period; twenty-three and one-half percent (23.5%) during June through August; and eight and three-tenths percent (8.3%) during the month of November and the month of December.
- **United**
  - Divide the aggregated Annual Vacation Election of all Pilots in the Category by seven (7), using normal rounding. For example, an aggregated Annual Vacation Election of 4483 divided by seven (7) equals 640.428 and rounds to 640.
  - At least six percent (6%) of the result from Section 11-E-3-d-(1), using normal rounding, must be allocated to each Bid Period across Vacation Weeks with a starting date in that Bid Period. In the example above, there are 640 Vacation Weeks so each Bid Period must have thirty-eight (38) Vacation Weeks (6% x 640 equals 38.4 rounded to 38). Each Vacation Week must have at least one (1) slot available for award.

COMPARISON OF SCOPE/GOVERNANCE PROVISIONS

JOB SECURITY - SUCCESSORSHIP

- **Alaska**
  - A Work Protection Period commences on the date that AAG announces an intent to engage in an Acquisition and it continues for a period measured as the total length of the duration of the then current Collective Bargaining Agreement between ALPA and the Company ("Agreement") (April 1, 2013 - March 31, 2018) plus one year.
  - B. Except as otherwise provided in this Job Protection Letter of Agreement, a furlough shall be subject to all terms and conditions of the Agreement.
  - C. Terms used in this Job Protection Letter of Agreement, unless otherwise defined in this Job Protection Letter of Agreement, have the meaning given them in Section 1 [Scope & Recognition] and Section 2 [Definitions] of the Agreement.
  - D. A dispute between ALPA and either AAG or Alaska, or both, concerning interpretation or application of this Job Protection Letter of Agreement may be heard and determined by the Alaska Pilots' System Board of Adjustment in accordance with the procedures of Section I.G. [Remedies] of the Agreement, and AAG consents to the jurisdiction of such System Board for such purpose.
- **American**
  - Company can conclude a Successorship Transaction after the Successor agrees in writing to recognize the Association as the representative of the pilots, to employ the pilots in accordance with the provisions of the Agreement and to assume and be bound by the Agreement
  - If the Successor is an Air Carrier or an affiliate of an Air Carrier, the Company shall require the Successor to integrate the pre-transaction pilot seniority lists of the Company in a fair and equitable manner within 12 months of the transaction pursuant to (Section 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions (LPPs). The requirement does not apply to the Company's acquisition of all or part of another Air Carrier in a transaction which includes the acquisition of aircraft and pilots

JOB SECURITY – SUCCESSORSHIP *(CONT'D)*

- **Delta**
  - PWA binding upon any successor, including without limitation, any merged company (s)
  - If an affiliate or successor did not employ a pre-existing airmen group, the pilot list of the merged operation will consist of Delta pilot system seniority list followed by hired by affiliate/successor.
  - If an affiliate/successor employed pre-existing airmen, the pilot lists will be integrated pursuant to Association merger policy
- **Hawaiian**
  - Binding upon any Parent, Affiliate or Successor.
  - The Company and its Affiliates shall require any successor, assign, assignee, transferee, administrator, Executor and/or trustee to employ the pilots in accordance with the provisions of the Agreement
  - The Company agrees to give written notice of the terms of this Agreement to a proposed Successor, before concluding any Successorship Transaction. The Agreement and recognition of the Association is assumed by the Successor(s) and that the pilots will be employed in accordance with the provisions of this Agreement.
- **JetBlue**
  - In the event of a Transactional Event, the Airline shall require any successor to assume the existing rates of pay, Pilot's seniority, and work rules in place and to employ the Pilot in accordance with the terms and conditions of this Agreement.
  - <u>Entire Agreement Between the Pilot and the Airline</u>. The Agreement and all of the provisions thereof shall be binding and insure to the benefit of each of the parties thereto and their respective successors and permitted assigns.

JOB SECURITY – SUCCESSORSHIP *(CONT'D)*

- **Southwest**
  - This Agreement will be binding upon their successors, administrators, executors, transferees and assigns.
  - The Company will give written notice of the existence of this Agreement to any proposed successor.
  - The successor shall meet promptly with the Association to negotiate implementation and any other "Fence Agreement" to be effective prior to the merger.
- **Spirit**
  - Binding upon any successor or merged company. The Company shall notify the Association of a successorship transaction within (3) days after the execution. Will provide a copy within (10) days after execution.
- **United**
  - The Agreement shall be binding upon a Successor
  - Successor shall employ all the pilots of United on the seniority list in accordance with the provisions of the agreement

JOB SECURITY – MERGER AND LABOR PROTECTIONS

- **Alaska**
  - **Seniority Lists:** Association Merger Policy if both pre-transaction groups are represented by the Association.
  - If the other pre-transaction pilot group is not represented by the Association, then Sections 2.a., 3 and 13 of the Allegheny-Mohawk LPP's shall apply.
  - ALPA shall complete the seniority integration and give an integrated seniority list to the Company as expeditiously as is reasonable. No later than one (1) year from the date of closing if pre-transition groups are not both ALPA.
  - **Collective Bargaining Agreements:** The respective pilot collective bargaining agreements shall be merged into (1) agreement. If the parties have not reached a single pilot collective bargaining agreement, the parties shall negotiate until they have reached agreement or, determined to have reached impasse by a mediator. The parties will submit all issues open to (3) neutral arbitrators. The interest arbitration hearing shall be completed within (3) months, and the panel's decision shall be issued no later than (30) days.
  - **Fleet:** The aircraft and operations of each pre-transaction airline shall remain separated until integrated
  - **Pre-Acquisition Status:** Pending the merger of the preacquisition carriers and the pilot collective bargaining agreements and seniority lists, there shall be no decrease in the Company's pre-acquisition annualized block hours flown by the Pilots or pre-acquisition annualized available seat miles or pre-acquisition number of aircraft flown by the Pilots.

JOB SECURITY – MERGER AND LABOR PROTECTIONS *(CONT'D)*

- **American**
  - Pilots must receive advance written notice and be given the opportunity to make a competing proposal
  - Successor must agree in writing to recognize the Association as the pilot representative and must integrate the pre-transaction seniority list in a fair and equitable manner within 12 months of the transaction
- **Delta**
  - Provides certain protection rights to pilots if a substantial portion of the carrier is sold to, acquires, or is merged with another entity, such as:
    - Continued employment
    - No Change in contract until operations are merged
    - Negotiated Changes to contact for merged operations
    - Equitable seniority list merger

JOB SECURITY – MERGER AND LABOR PROTECTIONS *(CONT'D)*

- **Hawaiian**
  - The pilots will have the protective provisions specified in Section 2, 3, and 13 of the Allegheny-Mohawk merger conditions as a material and irrevocable written condition of any future merger or acquisition.
    - a. Bind all parties to the transaction.
    - b. The Association and affected pilots shall have required rights and standing to invoke said LPP, provided that, with respect to integration of seniority lists between groups represented by the Association, the Association merger policy shall be applied according to its terms before Section 13 of the said LPP.
  - An "Adverse Transaction" means: (a) any changes made in operations within two (2) years that reduce the block hours flown during any 12 month period by +15% or reduce the # of Company aircraft to fewer than (20) ; (b) a sale of substantially all of the equity securities or assets of the Company; or (c) a merger of the Company with or into another entity
  - In the event that an "Adverse Transaction" occurs then, in addition to all other rights the Association shall have the right to (A) extend the duration up to (2) years past the Change of Control date, if an Operational Reduction, or two (2) years past the Adverse Transaction date in the event of a Sale or Merger; and (B) obtain an agreement to which no active pilots shall be furloughed from Adverse Transaction through the amendable date, except for furloughs that occur in the ordinary course.
    - In addition, either (i) issue to pilots common shares having an aggregate market value of $1,500,000 at the time of the Adverse Transaction, or (ii) pay $1,500,000 in cash.

JOB SECURITY – MERGER AND LABOR PROTECTIONS *(CONT'D)*

- **Hawaiian (cont'd)**
  - In the event of a Merger, the furlough protection shall only be required of the Company until such time as the seniority lists and collective bargaining agreements of the merged companies are combined
- **JetBlue**
  - If the Airline, directly or indirectly through an Affiliate, acquires another Domestic air carrier or builds on its own or organically launches a Domestic air carrier (i.e., a Subsidiary or Affiliate engaged in scheduled air passenger service or air charter operations), then the Airline will arrange for the integration of the two carriers' seniority lists in accordance with the method of seniority integration set forth in Sections 15(J)(i)-(viii) herein unless:
    - (i) it does not operate an aircraft with a maximum certified seat configuration of fifty (50) seats or more; or
    - (ii) the total aggregate annual ASMs of such domestic carrier(s), cumulatively, does not exceed 10% of the Airline's annual ASMs at any time.
- **Southwest**
  - In the event of a transaction(s) with an air carrier/person/entity, resulting in an operational merger, the Company will require to offer full-time regular employment to all pilots, provide the seniority integration procedures under Sections 3 and 13 of the "Allegheny-Mohawk", and maintain the statutory status quo of rates of pay, rules and working conditions pending such merger.

JOB SECURITY – MERGER AND LABOR PROTECTIONS *(CONT'D)*

- **Southwest (cont'd)**
  - Pending separate operations prior to the operational merger and integration of collective bargaining agreements/seniority lists, shall be no longer than (24) months, the successor shall keep separate the flight operations and will not transfer or interchange crews, equipment and/or routes and shall ensure that all Company aircraft on hand are operated only by pilots on the Southwest List.
  - Before seniority lists are integrated in accordance with this section, no pilot on the SWA Master Pilot Seniority List will be furloughed.
- **Spirit**
  - In the event of any merger of the Company, acquisition of the Company by another airline, or acquisition by the Company of another airline, the parties will make best efforts to integrate the lists fair and equitable through collective bargaining. In the event of failure to agree, the dispute shall be resolved with Sections 2, 3, and 13 of the Allegheny- Mohawk LPP, except Integration of the seniority lists shall be governed by the Association Merger Policy if both pre-transaction pilot groups are represented by the Association.
  - Upon the announcement to negotiate appropriate fence agreement and to implement a seniority integration process as described in Section 1.D.1 above.

JOB SECURITY – MERGER AND LABOR PROTECTIONS *(CONT'D)*

- **United**
  - Following announcement of a Merger Transaction, the Carrier Parties shall promptly commence negotiations with the Association and the collective bargaining representative, if any, of pilots employed by the Other Air Carrier for a Transition and Process Agreement.
  - The flight operations of the Company and the Other Air Carrier shall remain separated, with pilots employed by each carrier operating each carrier's pre-merger aircraft under the existing collective bargaining agreement(s) and seniority lists, until the implementation of an integrated seniority list.
  - The Carrier Parties shall provide the pilots employed by the Company and the Other Air Carrier with the seniority integration rights governed by Association Merger Policy if both pre-transaction pilot groups are represented by the Association and by the McCaskill-Bond Amendment and Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions if both pilot groups are not represented.
  - The Carrier Parties will forbear from interchanging or transferring pilots or aircraft between them.
  - The Carrier Parties will assure that until the Operational Merger Date the United Pilots will have the right to operate all aircraft on hand at the Company, all aircraft on firm order to the Company or an Affiliate of the Company and all aircraft acquired by the Company after the public announcement of the Air Carrier Transaction
  - The Carrier Parties will assure that block hour ratios of Scheduled aircraft block hours of Company Flying (i) on single-aisle aircraft, and (ii) on twin-aisle aircraft, to Scheduled aircraft block hours operated by each Air Carrier in the Air Carrier Transaction (x) on single-aisle aircraft, and (y) on twin-aisle aircraft, respectively, will in each case equal or exceed ninety-five percent (95%.

JOB SECURITY – MERGER AND LABOR PROTECTIONS *(CONT'D)*

- **United (cont'd)**
  - The Carrier Parties will meet promptly with the Association to negotiate the other possible fence, protective, and transition terms to be in effect until the Operational Merger Date.
  - If the Company disposes of or transfers to an air carrier (the "Transferee") (by sale, lease or other transaction, whether directly or indirectly through an Affiliate or lessor or vendor to the Transferee) either (i) seventy-five percent (75%) or more of the gates and other facilities used in Company Flying at any Company Hub or (ii) aircraft or route authority which produced fifteen percent (15%) or more of the Company's operating revenues, block hours, or ASMs: The Company shall require the Transferee to offer pilot employment to eligible United Pilots
  - The Company shall require the Transferee to provide the Transferring Pilots with the seniority integration rights provided in the McCaskill-Bond Statute and Sections 3 and 13 of the Allegheny-Mohawk LPPs except that the integration of the Transferring Pilots into the Transferee's seniority list shall be governed by Association Merger Policy if both pre-transaction pilot groups are represented by the Association.

JOB SECURITY – SUBCONTRACTING

- **Alaska**
  - Not Listed
- **American**
  - Pilot flying includes all revenue and non-revenue flying of Company or Company affiliate; no wet leasing, subcontracting or chartering of pilot flying
- **Delta**
  - No contracting or subcontracting without prior written consent by DAL MEC
- **Hawaiian**
  - Not Listed
- **JetBlue**
  - Not Listed
- **Southwest**
  - The Company will not engage in Subcontracted Revenue Flying
- **Spirit**
  - The Company may assign or contract out revenue flying of <= (90) days/occurrence if the company does not have sufficient aircraft/pilots to perform the revenue flying, and no pilot is furloughed as a result of such contracting. The Company shall provide prior notice of the flying to the Association
- **United**
  - The agreement will also cover Flight Instructor work and that work can only be performed by United Pilots. There will be no subcontracting of work.
  - May not engage in subcontracted revenue flying on the international routes
  - Neither the Company nor a Company Affiliate shall enter into any agreement or arrangement with any person who is not employed by the Company to conduct or supervise United pilot training or to utilize United training facilities to train other pilots

JOB SECURITY – FRAGMENTATION-TRANSFER OF ASSETS

- **Alaska**
  - Not Listed
- **American**
  - Pilots transfer with seniority integration rights if the Company sells 20% or more of its asset value to another carrier
- **Delta**
  - Fragmentation Transaction: Sale of assets that produce >=12% of operating revenue, block hours, or ASM's during the 12 months prior
  - At Association request, require the Company and transferee to:
    - Employ # TBD Delta pilots based on the crewmembers required
    - Offer employment to eligibility criteria determined by ALPA and the Company, or an arbitrator.
    - Seniority integration procedures pursuant to ALPA Merger Policy or Allegheny-Mohawk Labor Protective Provisions.

JOB SECURITY – FRAGMENTATION- TRANSFER OF ASSETS *(CONT'D)*

- **Hawaiian**
  - If, within a (12) month period, the Company sells, transfers or disposes in a series of transactions assets, net of asset purchases or acquisitions (i) which constitute (20%) or more of the assets of the Company, or (ii) whose sale directly or indirectly results in a reduction of company block hours or available seat miles by twenty percent (20%) a ("Triggering Event"), then:
    - a. In the event (i) another carrier or (ii) an Entity following its acquisition of the Company's assets purchases or acquires any aircraft, international route or authority of the Company or an Affiliate that constitutes a Triggering Event, Transferring Pilots shall be offered the opportunity to transfer. The # of transferring pilots shall be determined by calculating the average pilot staffing, rounded to the nearest whole number, over the prior (12) months
    - b. The Transferring Pilots shall be selected on the basis of seniority; provided that a pilot shall be deemed "qualified" to operate the aircraft transferred; and
    - c. The Company and its Affiliates shall require the Transferee: (i) to employ the Transferring Pilots under rates of pay, rules and working conditions no less favorable; and (ii) to integrate the Transferring pilots pursuant to Association Merger Policy or pursuant to Sections 3 and 13 of the Allegheny- Mohawk LPP. Such seniority integration may be completed after such transfer; and
    - d. Any pilot who transfers to the Transferee shall be required to resign

JOB SECURITY – FRAGMENTATION- TRANSFER OF ASSETS *(CONT'D)*

- **JetBlue**
  - A "Transactional Event" = a change in beneficial or record ownership, or direct or indirect control
    - (i) (a) the sale, transfer or other disposition of substantially all of the assets, or (b) a merger, consolidation or other reorganization, unless securities representing 50%+ of the voting power of the successor corporation are immediately owned, directly or indirectly
  - (ii) any person/group directly or indirectly acquires during the 12-month period ownership of stock of the Airline possessing 30%+ voting power;
    - (iii) the acquisition, directly or indirectly of beneficial ownership of 50%+ securities of the combined voting power pursuant to a tender or exchange offer;
    - (iv) a change in the composition of the Board of Directors of the Airline (the "Board") over a period of 24 consecutive months
    - (v) a plan of complete liquidation or dissolution of the Airline.
  - Upon the earlier of (a) the execution of an intent contemplating a transaction, or (b) the approval by the Board of a transaction, resulting in a Transactional Event the Airline will establish a fund for its pilots not less than $2,000,000 to be shared on a pro rata basis on the date of the occurrence of a Potential Transactional Event; The fund is used for the sole purpose of supplementing any legal expenses during the seniority integration process.
  - If as result of a Transactional Event, the Pilot is furloughed or terminated by the Airline or its successor, the Pilot shall receive, a severance payment equal to one (1) year's salary. The Pilot shall not forfeit any recall rights, in order to receive the severance pay and shall retain the severance pay, in full, if the Pilot is recalled.

JOB SECURITY – FRAGMENTATION-TRANSFER OF ASSETS *(CONT'D)*

- **Southwest**
  - In the event of a transaction(s) with an air carrier/person/entity, resulting in the Company disposing of and/or transfers, either (a) 25+ aircraft, or (b) Company assets that reduce daily scheduled block of 500+ hours, the Company will require an offer of employment to # of pilots whose identity shall be determined, (# positions =average monthly pilot staffing utilized (12) months prior); negotiate/arbitrate under Allegheny-Mohawk Section 13, the identity or # of transferring pilots, and integrate the two groups with Sections 3 and 13 of Allegheny-Mohawk, when the acquiring carrier integrates pre-merger operations.
- **Spirit**
  - Not Listed
- **United**
  - Pilots transfer with seniority integration rights if the Company disposes of or transfers to an air carrier aircraft or route authority which produced 20% or more of the Company's operating revenues, block hours or ASM's during the 12 months before the date of the agreement to transfer the aircraft or route authority, net of revenues, block hours or ASM's that are produced by aircraft or route authority introduced during those 12 months. Requiring the Transferee to offer pilot employment to eligible United Pilots.

JOB SECURITY – ALTER EGO-CHANGE IN CONTROL

- **Alaska**
  - Not Listed
- **American**
  - Neither the Company nor an Affiliate shall, without the Association's prior written consent, enter into any transaction, agreement, or arrangement, except as expressly permitted in Section1.D. below, that permits or provides for:
  - (1) any form of contracting out or subcontracting out of any Company flying covered by subsection C.1., or any wet leasing from an entity or any chartering of such flying from an entity; or
  - (2) a Comprehensive Marketing Agreement with a Domestic New Entrant Carrier other than a Domestic Air Carrier with which the Company has implemented a codeshare agreement under Section 1.G.
  - Nothing in this provision C.1.b. shall be construed to permit any other transaction that would violate this provision C.1.
- **Delta**
  - In the event any entity acquires control of the Company or any affiliate carrier that operates other than permitted aircraft types, ALPA may:
    - Serve a Section 6 notice to reopen all or part of the PWA
    - Extend the duration up to 3 years past amendable date with 3% annual wage increases

JOB SECURITY – ALTER EGO-CHANGE IN CONTROL *(CONT'D)*

- **Delta (cont'd)**
  - ALPA to make competing proposal under reasonable conditions
  - Control: If entity A owns securities that constitute and/or are exchangeable for more than 30% of entity B
    - 49% with respect to the Company's interest in a foreign air carrier
- **Hawaiian**
  - In the event a "Change of Control" occurs and within (2) years (i) replaces a majority of the directors of the Company or of Hawaiian Holdings, or (ii) directs Holdings' board and/or influences the operations of the Company then:
    - (a) the Association shall have the right to extend the duration of the Agreement up to (2) years from the Change of Control Event; and
    - (b) Holdings and the Company either (i) issue to pilots common shares of Holdings having an aggregate market value of $1,500,000, or (ii) pay $1,500,000 in cash.
  - If Holdings elects to issue common stock it shall be issued within five (5) business days. If Holdings elects to issue cash, it shall do so no later than eight (8) business days. The stock or cash shall be allocated based on W-2 wages for the tax year immediately preceding the issuance of the stock.
  - A "Change of control" occurs through transaction(s), (i) acquires more than 40% of the capital stock, or (ii) obtains the right to elect the majority of Holdings' directors.

JOB SECURITY – ALTER EGO- CHANGE IN CONTROL *(CONT'D)*

- **JetBlue**
  - In the event of a Transactional Event, regardless of whether it is anticipated to result in the merger of the Airline's operations with those of another air carrier, the Airline shall require any successor to assume the existing rates of pay, Pilot's seniority, and work rules in place at the time of the Transactional Event and to employ the Pilot in accordance with the terms and conditions of this Agreement.
  - Prior to the consummation of any Transactional Event that would result in the acquisition of the Airline by another U.S. certificated air carrier or its Parent or Subsidiary ("Acquiring Entity"), the Airline and the Acquiring Entity will agree in writing and as an irrevocable condition of such Transactional Event that the surviving air carrier(s) will integrate the pre-transaction operations of the Airline and the Acquiring Entity no later than twenty-four (24) months following the closing of the transaction, subject to any required FAA or other regulatory approvals, and provided that the seniority lists of the pre-merger air carriers' employees have been fully integrated, any disputes over the integrated seniority lists have been fully resolved and the surviving carrier has implemented employee work rules and scheduling provisions for totally integrated airline operations.
- **Southwest**
  - In the event of a purchase/acquisition of another air carrier the Association and the Company will meet to discuss the impact of the purchase or acquisition

JOB SECURITY – ALTER EGO-CHANGE IN CONTROL *(CONT'D)*

- **Southwest (cont'd)**
  - Reasonable advance notice of a proposed purchase or acquisition followed by disclosure of the details of any material agreements
    - 1. The rates of pay, rules, and working conditions will not be open for collective bargaining in the event of a purchase or acquisition of another company
    - 2. If hiring pilots of the company which it is acquiring, those pilots will be placed on the SWA List in accordance with Sections 3 and 13 of Allegheny-Mohawk.
  - If the Company transfers the control, operation or management of substantially all of the assets to another person, entity, company, corporation, or firm, the Company will require such transferee to assume the obligations of this agreement and to offer full-time regular employment.
  - The Company shall not establish any new airline or subsidiary or acquire a Controlling Interest in any air carrier unless performed by SWA pilots
- **Spirit**
  - The Company shall not create or acquire an "alter ego"
- **United**
  - In the event the Company or its Parent receives a proposal (a "Proposal") for a transaction which would result in a Successor if completed, and the Company or its Parent determines to pursue or facilitate the Proposal, the Company or its Parent will in good faith seek to provide the Association with the opportunity to make a competing Proposal.

JOB SECURITY – ALTER EGO-CHANGE IN CONTROL *(CONT'D)*

- **United (cont'd)**
  - shall require any successor, assign, assignee, transferee, administrator, executor and/or trustee of the Company or its Parent (a "Successor") resulting from the transfer (in a single transaction or in multistep transactions) to the Successor of the ownership of fifty percent (50%) or more of the Equity of the Company or Parent or fifty percent (50%) or more of the value of the assets of the Company, or Control of the Company (a "Successorship Transaction"), to continue to recognize and treat with the Association as the representative of the United Pilots, to employ or cause the Company or Successor, as applicable, to continue to employ the United Pilots in accordance with the provisions of the Agreement and to assume and be bound by the Agreement
  - the Company shall not continue any portion of an existing agreement or arrangement, or enter into any new agreement or arrangement, for creation of a new Foreign Air Carrier over which the Company has Control, and which operates Flights between the United States and Territories and any Foreign Airport

JOB SECURITY – DOMESTIC AND INTERNATIONAL CODESHARE

- **Alaska**
  - Not Listed
- **American**
  - The Company may codeshare with and/or enter into franchise type agreements with non-owned Air Carriers that operate both (1) Commuter Aircraft and (2) aircraft that are not Commuter Aircraft with respect to Commuter Aircraft operated by such non-owned Air Carriers and so long as any such Commuter Aircraft are operated in accordance with the limitations set forth in this Section 1.D.
  - The Company may enter into and maintain codeshare agreements with Domestic Air Carriers under the following conditions:
    - **Alaska Airlines**
  - The Company may engage in unrestricted codesharing with Alaska Airlines (AS), except that the Company's current or future designator code may not be placed on AS code flights between Hawaii and each of DFW, LAX, SAN and ORD.
  - If the Company is unable to conclude and/or maintain a codeshare agreement or agreements with Alaska, an equivalent number of ASMs available for codeshare on Alaska under (1) above will be added under Paragraph 1.G.2.a. below, subject to the same conditions with respect to flights between Hawaii and each of DFW, LAX, SAN and ORD covered by Section 1.G.1.a.(1).

JOB SECURITY – DOMESTIC AND INTERNATIONAL CODESHARE *(CONT'D)*

- **American (cont'd)**
  - **Hawaiian Inter-Island**
    - American Airlines may codeshare with Hawaiian Airlines (or its successor) without restriction on flights operating wholly within the Hawaiian Islands, so long as American Airlines operates a minimum average of ten (10) flights per day between the mainland and Hawaii measured on a rolling look-back period of twelve (12) months.
    - Alternatively to Hawaiian Airlines (or its successor), the Company may place its current or future designator code on flights operating wholly within the Hawaiian Islands provided that the Air Carrier (or its parent) upon which the code is placed is not an Affiliate (other than a Commuter Air Carrier) of the Company, or categorized as a "Group III" Air Carrier by the U.S. Department of Transportation. Further, if any such Air Carrier upon which the code is placed also operates between Hawaii and the U.S. mainland, and if the Company operates fewer than 10 daily frequencies between the contiguous 48 states and Hawaii, the Association shall have the right to withdraw its consent to codesharing with such Air Carrier under this provision.
    - On a quarterly basis, the Company will inform the Association of the number of daily frequencies the Company is operating between Hawaii and the U.S. mainland.
    - The total monthly ASMs of flights with all such Domestic Air Carriers on which the Company places its current or future designator code during any twelve month period (excluding any placement of the Company's current or future designator code under Sections 1.G.1.a. and b.) shall not exceed fifty percent (50%) of domestic Company mainline scheduled monthly ASMs during the same rolling twelve (12) months.
    - The Company may not codeshare on flying by a Domestic Air Carrier on flights between Company Hubs (as specified in Section 1.D.4.h.), except for flying between a Company Hub and a Domestic Air Carrier's hubs

JOB SECURITY – DOMESTIC AND INTERNATIONAL CODESHARE *(CONT'D)*

- **American (cont'd)**
  - **International Codesharing**
    - The Company may place or maintain its current or future designator code on flights by Foreign Carriers under the following conditions:
    - Effective July 1, 2012, the Baseline for International Flying shall be _____ block hours [the number of International block hours scheduled during July 1, 2011 through June 30, 2012].
    - International Baseline for July 1, 2013 and Beyond. Effective July 1, 2013, and each July 1 thereafter, the International Baseline for that year shall be calculated as follows:
    - (1) The International Baseline for the previous year shall be adjusted upward by the total block hours of International Flying scheduled by the Company during that year in excess of the previous year's International Baseline, except that the block hours attributable to new routes that have not been flown three consecutive years or more, on either a year round or seasonal basis, shall not be added to the Baseline.
    - If the new route is still being flown during the year July 1, 2016 to July 1, 2017, then all those block hours attributable to flying between the third anniversary of the initiation of the flight and July 1, 2017 shall be added to the baseline for July 1, 2017. If the route is still being flown during the year July 1, 2017 to July 1, 2018, then all the block hours attributable to the flight that year not previously added to the baseline in the preceding year shall be added to the baseline for July 1, 2018.
    - No Codesharing on Routes That Could Earn Adequate Return on Invested Capital

JOB SECURITY – DOMESTIC AND INTERNATIONAL CODESHARE *(CONT'D)*

- **Delta**
  - Company may enter into domestic and international Marketing Agreements, Codeshare Agreements, and profit/loss or revenue sharing Agreements subject to restrictions
  - Aircraft under 76 seats defined by MGTOW and certificated capacity.
    - Restrictions on number of 50/70/76 seat aircraft
    - 76 seat aircraft can only grow with mainline fleet small narrow body growth
    - Restrictions on flights to/from hubs, between hubs, and stage length
  - Company may not place DL code on more than 40% of the passenger seats in any month on any pair of flight segments of a foreign carrier.
    - Other restrictions apply regarding seat capacity and geographic areas
  - Company may not codeshare out of Japan to Asia with foreign carriers unless it operates 316 weekly Narita slots.
  - Neither the Company nor an affiliate will place its code on the flight of a foreign air carrier that operates a flight in which it takes on for hire persons, property or mail at any point in the United States that is destined to be transported to any other point within the United States (Alaska cargo exceptions apply)

JOB SECURITY – DOMESTIC AND INTERNATIONAL CODESHARE *(CONT'D)*

- **Delta (cont'd)**
  - The Company may only enter Profits/Loss Sharing or Revenue Sharing Agreements with an International partner whose home country is served by the Company at least four round trips per week. Delta scheduled block hours for the previous 12 months must be maintained on a three month rolling basis between the US and the home country of such international partner If no production balance agreement is reached with ALPA then the Company's share of revenue block hours flown under the profit/loss sharing agreement will be at least 75% of the Company's share of revenue subject to the profit/loss sharing agreement and generated by flying conducted on segments subject to the profit/loss sharing agreement in that twelve-month period.
  - Alaska Marketing Agreement –
    - No DL code on AS segments between Delta Hubs.
    - Hub to hub ratio restrictions
    - No DL code on more than 35% of AS seats or 86 seats
    - Restrictions on minimum flying to state of Alaska
  - Delta / Air France/ KLM / Alitalia Joint Venture
    - Compliance measured each April on a 3 year rolling basis. Company's share of JV flying measured in EASKs (equivalent available seat kilometers) and will be 50% +/- 1.5%
    - Joint venture area defined - generally comprises North America (Canada, US, Mexico) and Europe (including Moscow)

JOB SECURITY – DOMESTIC AND INTERNATIONAL CODESHARE *(CONT'D)*

- **Delta (cont'd)**
    - Restrictions on changes to geographic scope, production balance (share of flying), and competing operations
  - Permitted to place DL code on Hawaiian only within the state of Hawaii
- **Hawaiian**
  - Prohibit the Company from entering into marketing and related arrangements that permit another air carrier to utilize the Company's designator code, name, logo or marks unless:
    - The Express Carrier only conducts operations (i) within Hawaii or (ii) in markets that provide passenger feed to or from company DC-10 ops on the West Coast;
    - The Express Carrier conducts no operations of any kind between any of HNL, LIH, ITO, KOA and/or OGG that utilize the Company's code, name, logo or marks; and
    - The Company will neither furlough any pilots nor reduce block hours of DC-9 or equivalent jets within Hawaii as a result of Code Share or Express operations.
  - The Company must demonstrate that no Code Sharing Agreement or Express Carrier operation will result in the displacement of any pilot from the pilot's Category.
  - The Company shall not permit any other carrier to utilize the code, name, brand, logo, trademarks, livery or paint scheme without the express written consent of the Association (a) within Hawaii, (b) between Hawaii and any other point in the US/Canada, or (c) between the Hawaii and any point in the South Pacific.

JOB SECURITY – DOMESTIC AND INTERNATIONAL CODESHARE *(CONT'D)*

- **JetBlue**
  - Not Listed
- **Southwest**
  - Flying w/ a Codeshare/Marketing Agreement by non-Company pilots shall not be performed
    - Codeshare/Marketing Agreements shall not include revenue guarantees by SWA for the benefit of a Codeshare. Any exceptions must be agreed by the Association.
    - Company may Investment in a Codeshare partner as long as not used to establish a de facto subsidiary or alter ego carrier
    - Company may provide financial assistance to a Codeshare partner at the prevailing market/industry rates. Any exceptions must be agreed by the Association.
    - A Codeshare/Marketing Agreement shall never cause a pilot furlough.
  - Domestic Codeshare
    - SWA not enter into a domestic Codeshare Agreement in the US without agreement of pilots.
  - Codeshare for Regional Aircraft Flying
    - SWA not enter domestic or trans-border code share regional except to provide inter-island service in Hawaii/Caribbean.
  - Near International/Trans-Border Codeshare Measurement
    - a. Near International/Trans-Border Codeshare are flights that include a segment btwn Canada/Mexico/Caribbean and continental US SWA city.

JOB SECURITY – DOMESTIC AND INTERNATIONAL CODESHARE *(CONT'D)*

- **Southwest (cont'd)**
    - b. Trans-border segment ASMs flown by SWA Near International/Trans-Border partners shall not exceed (4) percent of total ASMs flown by SWA in the previous calendar year, excluding ASMs flown by SWA on Near International/Trans-Border flights, as measured on a one for one ASM basis, to include each common city pair.
        - i. SWA ASMs using the ASMs reported in the SWA annual report
  - Other Codeshare
    - The Company will not enter into any other Codeshare and/or Marketing Agreement without the agreement of the Association.
  - The Company will meet and confer regarding any proposed/changing Codeshare and/or Marketing Agreement prior to implementing such change.
  - The Company agrees to demonstrate to SWAPA that any Codeshare and/or Marketing Agreement is not being used as a substitute for Company growth
  - The Company shall not allow its code to be used on flights of foreign carriers carrying local revenue passengers or cargo traffic between airports within the United States or its territories.
- **Spirit**
  - The company may enter into a code-share agreement, a marketing agreement, an interline agreement, or a pro-rate or block space agreement, so long as such agreements do not result in the furlough of any pilots.

JOB SECURITY – DOMESTIC AND INTERNATIONAL CODESHARE *(CONT'D)*

- **United**
  - The Company may maintain the existing Domestic Code Sharing Agreements with (i) US Airways, and (ii) Great Lakes, Gulfstream/Silver Airways, and Cape Air, provided the Domestic Air Carriers listed in (ii) only operate Regional Aircraft.
  - The Company may enter into or maintain Domestic Code Sharing Agreements for flight operations between airports within Alaska and Hawaii.
  - The Company will not permit Domestic Code Share Flying between Company Hubs or to or from a Company Hub unless such Flying is between a Company Hub and the applicable Domestic Code Share Carrier's Hub.
  - The number of ASMs of code sharing flying conducted by the Domestic Code Share Carrier from the Company's Hubs to the Domestic Code Share Carrier's Hubs cannot exceed the Domestic Code Share Carrier Hub ASM Ratio
  - For each Rolling Twelve-Month Period measured each calendar month (with the first measurement occurring the twelfth calendar month after the Ratio Date), the ratio between the number of domestic ASMs of Hub to Hub Flights scheduled by the Domestic Code Share Carrier bearing the Company's Designator Code and the number of ASMs of Hub to Hub Flights scheduled by the Company bearing the Domestic Code Share Carrier's designator code (the "Schedule Ratio") will not exceed one hundred and twenty percent (120%) of the Domestic Code Share Carrier Hub ASM Ratio.
  - The number of ASMs in flights conducted by the Domestic Code Share Carrier carrying the Company's code may not exceed the Domestic Code Share Carrier ASM Ratio:

JOB SECURITY – DOMESTIC AND INTERNATIONAL CODESHARE *(CONT'D)*

- **United (cont'd)**
  - Flights scheduled by the Company bearing the Domestic Code Share Carrier's designator code (the "Domestic Code Share Carrier Schedule Ratio") will not exceed one hundred and fifteen percent (115%) of the Domestic Code Share Carrier ASM Ratio.
  - Domestic Code Sharing Agreement with a Domestic Code Share Carrier that at the time operates fewer than one-half (1/2) of the number of ASMs operated by the Company, if the number of ASMs of Domestic Code Sharing Agreement Flights scheduled by the Domestic Code Share Carrier bearing the Company's Designator Code equals no more than one hundred twenty-five percent (125%) of the number of ASMs of Domestic Code Share Flights scheduled by the Company bearing the Domestic Code Share Carrier's Designator Code
  - In any Rolling Twelve-Month Period the Company will not Schedule or permit the Scheduling of aggregate ASMs of Foreign Code Share Flying operated by any Foreign Air Carrier that is not party to a Revenue Share Agreement with the Company or Company Affiliate between the United States and Territories and a Foreign Airport exceeding one hundred twenty-five percent (125%) of the aggregate Scheduled ASMs of Company Flying bearing that Foreign Air Carrier's Designator Code.
  - The Company will not Schedule or permit the Scheduling of Foreign Code Share Flying from or to a Company Hub unless the other airport in the Market (i) is a Hub of the applicable Foreign Air Carrier (including such carrier's Foreign Air Carrier Affiliates) outside the United States or (ii) is another Foreign Airport in a country which contains a Hub of such Foreign Air Carrier
  - The Company may not place its Designator Code on any Foreign Air Carrier Flight on the shared International Route which would exceed the Differential number of Flights by more than two (2)

JOB SECURITY – DOMESTIC AND INTERNATIONAL CODESHARE *(CONT'D)*

- **United (cont'd)**
  - In the event the Company or a Company Affiliate enters into or maintains a Revenue Share Agreement with one or more Foreign Air Carriers, the Scheduled Block Hours of Company Flying between the United States and Territories and the foreign country or countries covered by the applicable Revenue Share Agreement in each Rolling Twelve-Month Period will be not less than ninety percent (90%) of the Scheduled Block Hours of Company Flying between the United States and Territories and foreign countries covered by the applicable Revenue Share Agreement.
  - If the aggregate of Scheduled Block Hours flown between the United States and Territories and Foreign Airports within the geographic scope of the applicable Revenue Share Agreement by all Domestic Air Carriers (excluding Company Flying) decreases during a Rolling Twelve-Month Period in comparison to the applicable Base Period, the percentage required for the Rolling Twelve-Month Period shall be reduced by fifty percent (50%) of the percentage of that decrease in Scheduled Block Hours.
  - Measured on a Rolling Twelve-Month basis for each Revenue Share Agreement, the Company's revenue from that Revenue Share Agreement associated with Flights that are (1) operated by the Company between the United States and Territories and Foreign Airports or between Foreign Airports, and (2) covered by the applicable Revenue Share Agreement, shall not exceed one hundred thirty percent (130%) of the total revenue onboard Company Flights that are (1) operated by the Company between the United States and Territories and Foreign Airports or between Foreign Airports, and (2) covered by the applicable Revenue Share Agreement.
  - If there are no Company Flights covered by a Revenue Share Agreement, meaning that total revenue onboard Company Flights under this Revenue Share Agreement equals $0, then (2) the Company may not receive any revenue from Air Carrier parties to the applicable Revenue Share Agreement, because the Company receipt of such revenue would exceed the 130% limit.