

## SECTION 4

### PAY AND SCHEDULING

#### A. DEFINITIONS

1. **Block time.** Flight time per §117.3. Flight time generally refers to FAR legalities whereas block time generally refers to pay and scheduling under this section.
2. **Flight Duty Period.** A flight duty period shall be defined per §117.3.
  - a. There is no requirement for the flight duty period to align with the calendar day.
  - b. For pay purposes, a flight duty period shall be defined as not started provided all duties (deadhead or operational) for which the flightcrew member was scheduled were cancelled prior to 4 hours after the flightcrew member reported for duty (the earlier of one hour prior to scheduled departure or as specified by the certificate holder), and for which no block time was accrued.
  - c. Reserve availability periods per section 4.E.1-2 are credited as flight duty periods, regardless of their length.
  - d. Flight duty periods exclusively consisting of training conducted in flight simulators, or flight training devices shall not be counted toward pay metrics under this section. This does not preclude such flight duty periods from being otherwise paid.
  - e. The provisions of Section 4.A.2.b are solely for pay and credit purposes per this section, and are not to be used for FAR legalities under any circumstances.
3. **Rest Period.** a continuous period determined prospectively during which the crewmember is free from all restraint by the certificate holder, including freedom from present responsibility for work should the occasion arise.
4. **Crew Pairing.** Crew pairing shall be defined as the time a flightcrew member is scheduled by the certificate holder to operate an aircraft or deadhead that is unbroken by a duty-free period at the flightcrew member's home base. All crew pairings must originate and terminate at the same airport, unless the governing collective bargaining agreement states that certain airport pairs are suitable alternatives and suitable surface transportation has been provided by the certificate holder to return the flightcrew member to the point of origin. Such transportation is not to be considered rest.
5. **Widebody Aircraft.** A widebody aircraft is any aircraft operated under Part 121 or Part 135 by a qualified pilot-in-command with a maximum certified gross takeoff weight equal to, or greater than 220,600 pounds (100,000 kg).
6. **Narrowbody Aircraft.** A narrowbody aircraft is any aircraft operated under Part 121 or Part 135 by a qualified pilot-in-command with a maximum certified gross takeoff

weight less than 220,600 pounds (100,000 kg) that does not meet all the exemptions listed in this section.

7. **Hourly Rate of Pay.** Hourly rate of pay is the amount of dollars paid per credited and/or payable hour and is not to be construed to be any metric by which credited hours for pay are calculated.
8. **Credited Hours For Pay.** Credited hours for pay are the sum total of payable hours credited to a flightcrew member for a given contract month per the minimums specified in this section and does not include premium pay or additional contractual pay.
9. **Contract Month.** Contract months are 28, 30, 31, or 35 day segments for the purposes of calculating credited hours for pay, premium pay, and flight duty period limitations. All contract months are defined by home base time, not the point of departure or landing.
  - a. All contract months must be determined prospectively, no less than 183 days prior to the beginning of the contract month, and be uniformly applied to every flightcrew member employed by the certificate holder.
  - b. For certificate holders using 30 and 31 day contract months:
    - i. Calendar years of 365 days in duration shall have 5 contract months of 31 days in duration.
    - ii. Calendar years of 366 days in duration shall have 6 contract months of 31 days in duration.
    - iii. All January contract months shall begin on January 1.
    - iv. All December contract months shall terminate on December 31.
10. **Home Base Time.** The time at the flightcrew member's domicile (crew base) where the flightcrew member is scheduled to originate and terminate crew pairings.
11. **Duty Free Period.** A period at the flightcrew member's home base/domicile for which the flightcrew member can not be scheduled for any duty with the certificate holder.

## B. CALCULATION OF CREDITED HOURS FOR PAY

1. Minimum credited hours for pay shall be calculated to the nearest minute and the sum of:
  - a. All credited hours for pay for each crew pairing wholly contained within the applicable contract month.
  - b. All credited hours for pay for each flight duty period wholly contained within the

- applicable contract month for crew pairings originating in the applicable contract month, and terminating in the subsequent contract month.
- c. All credited hours for pay for each flight duty period wholly contained within the applicable contract month for crew pairings originating in the previous contract month, and terminating in the applicable contract month.
  - d. All block time occurring within the applicable contract month for flight duty periods originating in the previous contract month and terminating in the applicable contract month.
  - e. All block time occurring within the applicable contract month for flight duty periods originating in the applicable contract month and terminating in the subsequent contract month.
  - f. All credited hours for pay for any crew pairing and/or flight duty period originating in the previous contract month and terminating in the applicable contract month which was not credited to the previous contract month.
  - g. All credited hours for pay for any reserve availability flight duty periods credited to the applicable contract month.
2. Minimum credited hours for pay for a flight duty period shall be the greater of:
    - a. Actual block time
    - b. 4 hours 30 minutes (4.500 hours)
    - c. One minute of pay for every two minutes of the duration of the flight duty period (50%) calculated to the nearest minute.
  3. Minimum credited hours for pay for a crew pairing shall be the greater of:
    - a. Sum of the credited hours of pay for each flight duty period in the applicable crew pairing per Section 4.B.2
    - b. 5 hours and 45 minutes (5.750 hours) for each flight duty period in the applicable crew pairing.
    - c. Three minutes of pay for every ten minutes of the duration of the applicable crew pairing (30%), calculated to the nearest minute.
  4. Any credited hours for pay for purposes of minimum pay per flight duty period or minimum pay per crew pairing above actual block time applicable to said flight duty period or crew pairing shall be credited to the contract month the flight duty period or crew pairing terminates.
  5. Credited hours for pay for a flight duty period or crew pairing per the applicable collective bargaining agreement may be calculated by different metrics provided the minimums specified in 4.B.1-4 are met.

## C. CALCULATION OF MINIMUM PREMIUM PAY

1. For contract months of 30 or 31 days in duration:
  - a. Any flightcrew member credited with 13 or fewer flight duty periods in a contract month shall be credited premium pay for all credited hours for pay as calculated in section 4.B.1-3 in excess of 96 hours on a 1:1 basis plus, all hours in excess of 90 hours and less than or equal to 96 hours on a 2:3 basis plus, all hours in excess of 84 hours and less than or equal to 90 hours on a 1:3 basis.
  - b. Any flightcrew member credited with 14 or 15 flight duty periods in a contract month shall be credited premium pay for all credited hours for pay as calculated in section 4.B.1-3 in excess of 93 hours on a 1:1 basis plus, all hours in excess of 87 hours and less than or equal to 93 hours on a 2:3 basis plus, all hours in excess of 81 hours and less than or equal to 87 hours on a 1:3 basis.
  - c. Any flightcrew member credited with 16 or 17 flight duty periods in a contract month shall be credited premium pay for all credited hours for pay as calculated in section 4.B.1-3 in excess of 90 hours on a 1:1 basis plus, all hours in excess of 84 hours and less than or equal to 90 hours on a 2:3 basis plus, all hours in excess of 78 hours and less than or equal to 84 hours on a 1:3 basis.
  - d. Any flightcrew member credited with 18 to 20 flight duty periods in a contract month shall be credited premium pay for all credited hours for pay as calculated in section 4.B.1-3 in excess of 84 hours on a 1:1 basis plus, all hours in excess of 78 hours and less than or equal to 84 hours on a 2:3 basis plus, all hours in excess of 72 hours and less than or equal to 78 hours on a 1:3 basis.
2. For contract months of 28 days in duration:
  - a. Any flightcrew member credited with 12 or fewer flight duty periods in a contract month shall be credited premium pay for all credited hours for pay as calculated in section 4.B.1-3 in excess of 90 hours on a 1:1 basis plus, all hours in excess of 84 hours and less than or equal to 90 hours on a 2:3 basis plus, all hours in excess of 78 hours and less than or equal to 84 hours on a 1:3 basis.
  - b. Any flightcrew member credited with 13 or 14 flight duty periods in a contract month shall be credited premium pay for all credited hours for pay as calculated in section 4.B.1-3 in excess of 87 hours on a 1:1 basis plus, all hours in excess of 81 hours and less than or equal to 87 hours on a 2:3 basis plus, all hours in excess of 75 hours and less than or equal to 81 hours on a 1:3 basis.
  - c. Any flightcrew member credited with 15 or 16 flight duty periods in a contract month shall be credited premium pay for all credited hours for pay as calculated in section 4.B.1-3 in excess of 84 hours on a 1:1 basis plus, all hours in excess of 78 hours and less than or equal to 84 hours on a 2:3 basis plus, all hours in excess of 72 hours and less than or equal to 78 hours on a 1:3 basis.
  - d. Any flightcrew member credited with 17 to 19 flight duty periods in a contract month shall be credited premium pay for all credited hours for pay as calculated in

section 4.B.1-3 in excess of 84 hours on a 1:1 basis plus, all hours in excess of 72 hours and less than or equal to 78 hours on a 2:3 basis plus, all hours in excess of 66 hours and less than or equal to 72 hours on a 1:3 basis.

3. For contract months of 35 days in duration:
  - a. Any flightcrew member credited with 15 or fewer flight duty periods in a contract month shall be credited premium pay for all credited hours for pay as calculated in section 4.B.1-3 in excess of 108 hours on a 1:1 basis plus, all hours in excess of 102 hours and less than or equal to 108 hours on a 2:3 basis plus, all hours in excess of 96 hours and less than or equal to 102 hours on a 1:3 basis.
  - b. Any flightcrew member credited with 16 or 17 flight duty periods in a contract month shall be credited premium pay for all credited hours for pay as calculated in section 4.B.1-3 in excess of 105 hours on a 1:1 basis plus, all hours in excess of 99 hours and less than or equal to 105 hours on a 2:3 basis plus, all hours in excess of 93 hours and less than or equal to 99 hours on a 1:3 basis.
  - c. Any flightcrew member credited with 18 to 20 flight duty periods in a contract month shall be credited premium pay for all credited hours for pay as calculated in section 4.B.1-3 in excess of 102 hours on a 1:1 basis plus, all hours in excess of 96 hours and less than or equal to 102 hours on a 2:3 basis plus, all hours in excess of 90 hours and less than or equal to 96 hours on a 1:3 basis.
  - d. Any flightcrew member credited with 21 to 23 flight duty periods in a contract month shall be credited premium pay for all credited hours for pay as calculated in section 4.B.1-3 in excess of 96 hours on a 1:1 basis plus, all hours in excess of 90 hours and less than or equal to 96 hours on a 2:3 basis plus, all hours in excess of 84 hours and less than or equal to 90 hours on a 1:3 basis.
4. Credited hours for pay defined in section 4.E.2.a shall not be used for calculation of premium pay in section 4.C.
5. Any flightcrew member who performs an unaugmented flight duty period containing more than 8.000 hours of flight time shall be credited premium pay, in addition to all other premium pay calculations, 1.000 hour for every unaugmented flight duty period containing more than 8.000 hours of flight time.
6. Any flightcrew member who performs any portion of an unaugmented flight duty period which brings the flightcrew member's cumulative flight time in excess of 30 hours in any consecutive seven calendar day period shall be credited premium pay, in addition to all other premium pay calculations, 1.000 hour for every hour, or portion thereof, in excess of 30 hours in any consecutive seven calendar day period.

D. FLIGHT DUTY PERIODS SPLIT BETWEEN CONTRACT MONTHS

1. Any flight duty period scheduled to have the first event originate (as defined by scheduled "block-out" time) prior to 1800 on the last day of the contract month and terminating in the next contract month shall be credited to the contract month the flight duty period originated.
2. Any flight duty period scheduled to have the first event originate (as defined by scheduled "block-out" time) at or after 1800 and before 2100 on the last day of the contract month shall be credited to the contract month that holds the majority of the scheduled flight duty period.
3. All other flight duty periods split between contract months shall be credited to the month the flight duty period terminates.

E. CALCULATION OF MINIMUM CREDIT HOURS FOR PAY AND FLIGHT DUTY PERIODS FOR RESERVE DUTY.

1. Any flightcrew member assigned by a certificate holder to be on airport/standby/immediately assignable reserve to accept a flying or deadhead assignment, shall be considered to be in a flight duty period as defined in this section when the availability period begins and terminating when released into rest period as defined in Section 4.A.3 or a duty free period as defined in 4.A.11.
2. Any flightcrew member assigned by a certificate holder to be on short-call/reasonably assignable reserve to accept a flying or deadhead assignment, shall be considered to be in a flight duty period as defined in this section when the availability period begins and terminating when released into rest period as defined in Section 4.A.3 or a duty free period as defined in 4.A.11.
  - a. If the reserve duty period, as defined in section 4.E.2, expires or is terminated without resulting in block time or deadhead transportation, the minimum credited hours for pay per section 4.B.2.b-c do not apply. Minimum credit hours for pay in such instances shall be 3.000 hours. Such flight duty periods shall be credited to the applicable contract month.
  - b. Reserve flight duty periods (as defined in section 4.E.2) that do not contain any block time or deadhead transportation shall not be considered part of any crew pairing per section 4.B.3.
  - c. Only reserve flight duty periods performed at the flightcrew member's home base shall be exempted per section 4.E.2.a-b.
3. Any flightcrew member assigned by a certificate holder to be on long-call/assignable reserve to accept a flying, deadhead, short-call/reasonably assignable reserve, or airport/standby/immediately assignable reserve assignment, shall not be required to be

considered to be in a flight duty period as defined in this section and no minimum credited hours for pay apply.

4. No flightcrew member may be assigned, scheduled, or perform more than the following amount of calendar days of reserve availability, as defined by 4.E.1-3, or fraction thereof in any contract month:
  - a. 20 days in contract months of 30 or 31 days in duration.
  - b. 19 days in contract months of 28 days in duration.
  - c. 23 days in contract months of 35 days in duration.

#### F. MINIMUM HOURLY RATES OF PAY

1. Flightcrew member payable hours shall consist of:
  - a. any credited hours for pay as calculated by section 4.B. plus,
  - b. any premium pay hours as calculated in section 4.C. plus,
  - c. any pay hours stipulated by the applicable collective bargaining agreement in addition to and/or in excess of the stipulated minimums in this section.
2. Minimum hourly rates of pay for payable hours in section 4.F shall be:
  - a. \$300.00 per hour for widebody aircraft PIC/Captain,
  - b. \$225.00 per hour for narrowbody aircraft PIC/Captain,
  - c. \$200.00 per hour for widebody aircraft SIC/First Officer,
  - d. \$150.00 per hour for narrowbody aircraft SIC/First Officer.
3. Any defined benefit pension plan shall be exempted from using minimum hourly rates of pay defined in Section 4.F.2 as part of the calculation of the defined benefit. Any such defined benefit pension plan shall only be required to use the last negotiated hourly rate of pay prior to the passage of this act for calculation of the defined benefit.
  - a. Any defined benefit pension plan negotiated subsequent to the passage of this act shall not be exempted per 4.F.3.
  - b. Negotiated hourly rates of pay, for the purposes of defined benefit pension plans, may be used for existing defined benefit pension plans, subsequent to the January 1 subsequent to the fifteenth anniversary of this act becoming law.

#### G. EXEMPTED PASSENGER AIRCRAFT OPERATING UNDER PART 121.

1. Aircraft operated under Part 121 with all of the following characteristics are exempt from the pay provisions enumerated in this section:
  - a. Must have a Maximum Certified Takeoff Weight of less than 35,000 pounds (15,865 kg) and a passenger configuration capacity less than 35.