

MEMORANDUM OF UNDERSTANDING
“Excess Deadheaders”

THIS MEMORANDUM OF UNDERSTANDING (hereinafter, “MOU”), effective as of May 14, 2024 (“Effective Date”), is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between, Atlas Air, Inc. (hereinafter, “Company”) and the Crew Members in the service of the Company as represented by the International Brotherhood of the Teamsters, Local 2750 (“Union”) (collectively, the Company and the Union are referred to herein as the “Parties”).

WHEREAS, the Company and the Union are parties to a collective bargaining agreement setting forth the rates of pay, rules, and working conditions for the Company's Crew Members (“CBA”), and

WHEREAS, Article 8.A.2. and 25.N.1. provide circumstances when the Company may schedule a Crew Member for deadhead flights; and

WHEREAS, the Company strives to consistently comply with the CBA when scheduling deadheading but recognizes there may be certain circumstances that occur where this does not happen; and

WHEREAS, the Parties desire to avoid grievances over this issue and instead implement a standard remedy going forward to address situation when the number of Crew Members scheduled to deadhead on Company aircraft is in excess of the requirements in Article 8.A.2 and 25.N.1.

NOW THEREFORE, BE IT RESOLVED:

The Company and the Union agree:

1. When a Company flight is scheduled with Crew Members deadheading in excess of the limitations per the CBA, appropriate Company personnel will take action to reduce the number of Crew Members scheduled to deadhead on the flight to an amount compliant with Article 8.A.2, based on stage length, crew composition and number of available supernumerary seats.
2. In the event the Company has scheduled an excess number of Crew Members to deadhead on a flight above the permissible amount provided in Article 8.A.2 of the CBA, and a Crew Member reports it to the Company before it is adjusted, the remedy for a Crew Member(s) who was scheduled to deadhead on an over-booked Company flight shall be:
 - a. The most senior Crew Member(s) scheduled to deadhead on Company aircraft will be scheduled on a commercial deadhead, providing there is no operational impact/violation of Days Off. If the Company is unable to remove most senior Crew Member(s), then the Company will reschedule the next most senior Crew Member(s) to a commercial flight.
 - b. Following the rescheduling of the senior Crew Member(s) the Company may change the Crew Members holding line types other than Primary Line Holder in Scheduled Operations as provided in Article 25.N.
 - c. If a removal occurs within 36 hours of travel and business class travel is required under the CBA, and the Company is unable to provide business class travel due to lack of availability, the affected Crew Member will be compensated \$500 for a flight not covered by Article 8.A.3.a of the CBA.
3. Nothing contained herein otherwise modifies the rights of the Crew Members or the Company under the CBA.

Execution version

4. This MOU regarding Excess Deadheaders shall commence as of the Effective Date and shall run concurrent with the provisions of Article 34 (Duration) of the CBA.

AGREED AND ACCEPTED BY:

ATLAS AIR, INC.

By:  Date: 14 May 2024
Scot Ridgway
Vice President, Flight Operations

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 2750

By:  Date: 14 May, 2024
Yngve Paulsen
President, IBT Local 2750