

May 25, 2021

The Brief - COVID Vaccination LOA

This Brief is a summary explanation of COVID Vaccination LOA 21-02 which provides Add Pay for pilots receiving the COVID vaccination and in some cases, scheduling restrictions for pilots who choose to remain unvaccinated. Under this Letter of Agreement, the COVID vaccine remains voluntary. Since the COVID vaccination is not mandatory, pilots who elect not to be vaccinated will not be subject to any discipline. Unvaccinated pilots will not be eligible for vaccine Add Pay and may face some pay and schedule adjustments as a result of their inability to fly to restricted locations. There is no need to provide justification for refusing the vaccine during the term of this LOA, as it is entirely optional.

Vaccination Add Pay Eligibility

- In order to be eligible for vaccination Add Pay, a pilot must obtain the first shot (Pfizer/Moderna) or only shot (J&J) by June 30. For Pfizer/Moderna the second shot must also be obtained within the manufacturer's guidelines (21-42 days for Pfizer, 28-42 days for Moderna) in order to receive the Add Pay
- In order to qualify for Add Pay, shots must be scheduled so as not to require sick leave, including the FAA 48 hour waiting period. There is a narrow exception for the second shot if there is no way to obtain it without impacting duty. This restriction does not apply to pilots who used sick leave to obtain their vaccines prior to this LOA and they are still eligible for vaccination Add Pay
- This LOA does not prevent the ability for a pilot to use sick leave in order to get the vaccine. However, if sick leave is used for the vaccine in the future, the pilot will not receive the vaccine Add Pay
- The amount of Add Pay received is based on when the first shot is obtained. Pay is the same for one shot or two shot regimens:
 - Highest pay of **13 hours** total is for pilots already vaccinated, or who get the first shot by June 1
 - Add Pay decreases to 12 hours (after Jun 1) and then 11 hours total (after June 10), and there is no Add Pay if the first shot is not obtained by June 30

- Exceptions are made for extenuating circumstances, pilots on leave, and newly hired pilots to be paid after the June 30 deadline
- If a booster shot is required, then it provides one additional hour of Add Pay
- Pilots on a leave of absence have 14 days upon returning to work to receive the first shot (or only shot if J&J) and still receive Add Pay
- Pilots must upload their Proof of Vaccination within seven days of date of signing if already vaccinated, or within seven days of each shot after date of signing

Adverse Reactions to COVID Vaccination

- If a Pilot demonstrates an adverse reaction due to the vaccine, they will be provided up to 90 days of Company-paid drops and then can transition directly to LTD (no waiting period, no requirement to burn sick leave down to 120 hours) and will be eligible for up to the higher monthly LTD cap of \$11,000 provided in LOA 20-05

Scheduling Procedures for Unvaccinated Pilots

- June and July are normal bid periods in accordance with the UPA, and these LOA procedures are effective with the August bid period
- PBS continues to award normally
- An unvaccinated pilot will be removed from a trip requiring vaccination 14 days prior without pay and the days underlying the dropped trip will be blocked preventing any pick ups. If the pilot obtains a full vaccination regimen the underlying block will be removed
- A Reserve will be removed from the trip requiring vaccination and all underlying days will be dropped with loss of MPG
- There is an exception possible for trips that touch defined Holidays plus or minus one day, with Company option to pay protect with a **20-F-1** obligation (like AV, replacement trip, etc.)
- Inside 14 days from departure, an unvaccinated pilot will be blocked from trading into trips that require vaccination
- If an unvaccinated pilot has had unpaid drops in three separate bid periods, additional steps will be taken to reduce the likelihood that PBS will award

trips that require vaccination. This restriction will not impact PBS awards for vaccinated pilots

- There must be mutual agreement to add or remove destinations that is subject to an expedited arbitration process for any disagreements. Beginning in August, unless conditions drastically improve, the following initial destinations will be restricted: Argentina, Colombia, India, Peru, Brazil, Chile, China, and Taiwan. In addition, if a destination government mandates the vaccine it will be included on this list
- Note that China and Taiwan will only be restricted if the Company is able to get permission from those governments to allow vaccinated pilots to layover at normal hotels instead of government facilities
- In the event a category has too few vaccinated pilots to cover trips, the Company can require that only vaccinated pilots are eligible for TDY into that category

Respectfully,

UAL MEC Negotiating Committee

Jeff Brown
Dan Fandrei
Adrian Rivero

LOA 21-02 COVID Vaccinations

Pending Signatures, final signed and dated LOA will be posted on the MEC Website

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as the "Company") and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the "Association").

WHEREAS, the Company and Association (hereinafter referred to as the "Parties") seek to incentivize Pilots to become fully vaccinated against COVID; and

WHEREAS, the Parties seek to implement efficient mechanisms to maximize Pilot safety and security on layovers and minimize operational disruptions should foreign governments implement vaccination or other burdensome requirements on crews operating into those locations;

NOW THEREFORE, the Parties agree as follows:

- A. The decision to take a COVID vaccination shall remain a voluntary election on behalf of each individual Pilot. Nothing in this Agreement shall be construed as the Company requiring individual Pilots to become vaccinated against COVID or to inform the Company of their vaccination status, other than to access the benefits herein.
- B. Add Pay for Completed COVID Vaccinations
 1. A Pilot who completes all doses of an FAA-authorized vaccine as required by the manufacturer within the manufacturer's maximum recommended time frame (a "Completed COVID Vaccination") shall be provided Add Pay as follows:
 - a. The Pilot shall be entitled to thirteen (13) hours of Add Pay if the Pilot has already completed or completes the first (1st) dose in the vaccination process on or before June 1, 2021;
 - b. The Pilot shall be entitled to twelve (12) hours of Add Pay if the Pilot completes the first (1st) dose in the vaccination process between June 2, 2021 and June 10, 2021, inclusive; or
 - c. The Pilot shall be entitled to eleven (11) hours of Add Pay if the Pilot completes the first (1st) dose in the vaccination process between June 11, 2021 and June 30, 2021 (or as provided in Paragraph B.1.d), inclusive.
 - d. Treatment of Pilots in Inactive Status and New Hire Pilots
 - i. A Pilot who is on leave or other inactive status (excluding Pilots on a Permanent Voluntary Separation Leave ("P-VSL")) for any amount of time between the date of signing of this Agreement and June 30, 2021 shall have an additional fourteen (14) days to obtain the first (1st) dose in the vaccination process. Such period shall begin on July 1, 2021 or, if the Pilot is in an inactive status as of July 1, 2021, the first (1st) day the Pilot returns to Active Service.

- ii. A new hire Pilot shall have thirty (30) days after the Pilot's date of hire in order to complete the first (1st) dose in the vaccination process and be eligible for Add Pay in accordance with this Agreement, unless vaccination has become a requirement of the new hire Pilot's employment.
 - iii. The System Chief Pilot, with consultation from Corporate Medical, may grant an extension of the June 30, 2021 deadline in Paragraph B.1.c to a Pilot with extenuating circumstances related to the vaccine (e.g., a prior COVID treatment or who is experiencing active COVID symptoms during the time frame) that prevents the Pilot from completing a COVID vaccination within the specified time frame.
 - iv. The amount of Add Pay for such Pilots shall be based on the date of vaccination (as set forth in Paragraphs B.1.a – B.1.c) regardless of the Pilot's status (Active or inactive) at the time of the vaccination.
- 2. In order to receive Add Pay for a Completed COVID Vaccination, a Pilot must complete at least one (1) day of Active Service between the date of signing of this Agreement and the last day for which this Agreement is in effect, inclusive.
- 3. A Pilot must complete the vaccination process (i.e., one (1) or two (2) injections depending upon manufacturer, within the manufacturer's maximum recommended time frame) in order to receive Add Pay for a Completed COVID Vaccination.
 - a. A Pilot who already started or completed the vaccination process on or before the date of signing of this Agreement must upload their CDC COVID-19 Vaccination Record Card or international equivalent ("Proof of Vaccination") to the Company website within seven (7) days following the date of signing of this Agreement.
 - i. A Pilot who is in an inactive status as of the date of signing of this Agreement must upload their Proof of Vaccination to the Company website within seven (7) days of their return to Active Service, if the Pilot received the first (1st) dose prior to their return to Active Service.

- b. A Pilot must upload their Proof of Vaccination to the Company website within seven (7) days after each dose of the vaccine taken after the date of signing of this Agreement.
 - c. A Pilot who does not begin the vaccination process in accordance with the dates set forth in Paragraph B.1, who does not complete the vaccination process within the timelines set forth by the manufacturer, or who does not upload their Proof of Vaccination to the Company website in a timely manner shall not receive Add Pay for a Completed COVID Vaccination.
- 4. Pilots who receive a COVID booster dose necessary to maintain status as fully vaccinated shall receive one (1) hour of Add Pay for the first (1st) such booster during the effective period of this Agreement. A Pilot who utilizes sick leave to take the COVID booster dose (including any post-dose period mandated by the FAA) shall not be eligible to receive such Add Pay.
- 5. Use of Sick Leave for COVID Vaccinations
 - a. A Pilot who begins the vaccination process after the date of signing of this Agreement shall schedule such vaccination to avoid interference with scheduled Trips or Reserve availability. A Pilot who utilizes sick leave for a first (1st) vaccine dose (including any FAA-mandated post-dose period) after the date of signing of this Agreement shall not be eligible to receive Add Pay for a Completed COVID Vaccination.
 - b. A Pilot who demonstrates that a second (2nd) vaccine dose (including any FAA-mandated post-dose period) cannot be scheduled at any point during the manufacturer's recommended maximum time frame so as not to impact Trips already on the Pilot's schedule as of the date of signing of this Agreement, Reserve days, training, or landings class may use available sick leave and will still be eligible to receive pay for a Completed COVID Vaccination. A Pilot who voluntarily modifies their schedule after the date of signing of this Agreement in order to prevent an available period to take a second (2nd) dose shall not be eligible to receive Add Pay for a Completed COVID Vaccination.
- 6. Add Pay due for a Completed COVID Vaccination shall be earned upon submission of Proof of Vaccination to the Company and considered as compensation earned during the Bid Period in which the Pilot submitted Proof of Vaccination (first payment will be on the July mid-month check). All Add Pay shall be paid at the Pilot's June 29, 2021 blended rate.

C. Adverse Reactions to COVID Vaccinations

1. If a Pilot suffers a medically-documented adverse reaction to COVID vaccination that prevents the Pilot from exercising the privileges of a First Class Medical Certificate, the Company shall provide Company-paid drops (PDCP) until such time as the Pilot is able to exercise the privileges of a First Class Medical Certificate. Such period shall not exceed ninety (90) days. For Instructors and Evaluators, Section 23-A-4-a applies.
2. Following the ninety (90) day period set forth in Paragraph C.1, above, the Pilot shall be immediately eligible for long-term disability benefits.
 - a. Such Pilot shall not be subject to the sick leave provisions of Section 24-H-6-a-(2).
 - b. Such Pilot shall be eligible for the increased benefit provided in Letter of Agreement No. 20-05 "Pandemic Recovery" regardless of the Pilot's actual date of disability.

D. Scheduling Provisions

1. There will be no restrictions to PBS awarding based on a Pilot's vaccination status, except as outlined in Paragraph D.9, below.
2. A "Vaccinated Pilot" is a Pilot who has completed all required doses of a vaccine, completed the required fourteen (14) day post-vaccination period, and submitted Proof of Vaccination to the Company. An "Unvaccinated Pilot" is a Pilot who is not a Vaccinated Pilot.
3. A Pilot is not permitted to trade into Trips that contain a Flight Segment(s) that requires vaccination ("Restricted Segment(s)", as defined in Paragraph D.12, below) unless the Pilot will be a Vaccinated Pilot as of the scheduled Departure date of the first Restricted Segment.
 - a. Example: A Trip departing on August 20 contains a Restricted Segment departing on August 22. The Pilot will be prohibited from being awarded a trade into the Trip after 2359 local time on August 8 unless the Pilot has provided proof they completed vaccination on or before August 8.
4. An Unvaccinated Pilot with a Trip that contains a Restricted Segment(s) will be removed without pay from that Trip fourteen (14) days prior to the scheduled Departure date of the first Restricted Segment within the Trip, in accordance with Section 20-A-5-d-(4).
 - a. The underlying days of the dropped Trip will be blocked with DNF (or a similar code) that prevents trading into or picking up any other Trip(s) operating on the underlying blocked days. This code will be removed when the Pilot provides Proof of Vaccination.

- b. In order to utilize the unpaid drop and blocked day process described herein, the Company will be subject to the timeline described in Section 20-D-4-e. Specifically, if the Company fails to remove the Trip by the Section 20-D-4-e deadline, the Pilot's PTC will not be reduced, and the Pilot will be subject to Section 20-F-1 obligations.
 - i. Example: An Unvaccinated Pilot has a 4-day Trip departing on September 20 which contains a Restricted Segment departing on September 22. If the Pilot has not provided proof of completed vaccination to the Company by 2359 CT on September 8, the Pilot will be removed from the Trip without pay, and September 20-23 (the underlying days of the Trip) will be blocked on the Pilot's schedule.
 - ii. Example: An Unvaccinated Pilot has a 4-day Trip departing on September 20 which contains a Restricted Segment departing on September 22. If the Pilot has not provided proof of completed vaccination to the Company by 2359 CT on September 8, the Pilot should be removed from the Trip without pay, and September 20-23 (the underlying days of the Trip) should be blocked on the Pilot's schedule. However, if the Company fails to remove the pilot by 2359 CT on September 10 (the deadline set forth in Section 20-D-4-e), the Trip will be removed, but the Pilot will not have a reduction in PTC and the Pilot will be subject to Section 20-F-1 obligations.
 - c. If a new Restricted Segment is designated within fourteen (14) days of the Departure date of the Restricted Segment, the Section 20-D-4 process shall be applied to the Trip and the time Pilots in any affected Categories are notified of the revised designation (such as by a CCS message) will be imputed as the time the error occurred.
5. Notwithstanding Paragraph D.4, above, if the Trip that is removed is scheduled to operate on a Holiday, or the day before or after the Holiday, the Company may elect to apply the provisions of Section 20-F-1-a to the dropped Trip, resulting in PTC protection and subjecting the Pilot to Section 20-F-1-a obligations (e.g., reassignment, replacement flying, AV days, Field Standby, etc.). The Company may elect on which Holidays and in which Categories to exercise this right,

but in doing so the Company shall apply this option consistently within each Category for that Holiday (i.e., Section 20-F-1 will be applied to all CLE 787 FOs with Holiday Trips removed or applied to no CLE 787 FOs for that Holiday).

6. Reserve Pilots will be assigned in FIFO order following all UPA procedures. If an Unvaccinated Pilot on Reserve is assigned a Trip that contains a Restricted Segment, the Trip will first be assigned normally, including moving days off (if required). The Trip will then be dropped without pay, and all underlying Reserve days will be unpaid and blocked, reducing MPG for each day. Any moved days off will remain moved. A Reserve Pilot will not be placed in Dependability Monitoring for removal from an assigned Trip in accordance with this Paragraph, so long as the Reserve was otherwise able to perform duty on the Reserve day.
7. Notwithstanding Paragraph D.6, above, if the Trip that is removed is scheduled to operate on a Holiday, or the day before or after the Holiday, the Company may elect to apply the unpaid code only to the day the Trip Departs, rather than all underlying days. The Company may elect on which Holidays and in which Categories to exercise this right, but in doing so the Company shall apply this option consistently within each Category for that Holiday (i.e., multiple unpaid Reserve days will be applied to all CLE 787 FOs with Holiday Trips removed or applied to no CLE 787 FOs for that Holiday).
8. If an Unvaccinated Pilot is reassigned into a Restricted Segment it shall be considered a schedule error and will be subject to the provisions and deadlines in Section 20-D-4.
9. Notwithstanding Paragraph D.1, above, after the third (3rd) Bid Period in which an Unvaccinated Pilot is removed from a Trip containing a Restricted Segment, including Trips assigned to the Pilot while on Reserve, the Pilot's PBS bids will be adjusted as follows, depending on available programming options:
 - a. The Trip pool available for awarding to an Unvaccinated Pilot (as of the 44-hour cutoff described in Section 20-B-4) will exclude all Trips that contain a Restricted Segment. However, the full Trip pool will be available to PBS in "completion mode"; and/or
 - b. Each bid group for an Unvaccinated Pilot (as of the 44-hour cutoff described in Section 20-B-4) must have AVOID commands for all Trips containing Restricted Segment(s) precede any AWARD command.
 - c. This requirement will terminate for the first (1st) Bid Period available for bidding after the Pilot provides Proof of Vaccination.
 - d. Example: A Pilot has at least one (1) Trip or assignment on Reserve dropped in each of August, September, and

January. PBS bids for March and beyond (and February if timing permits) will be adjusted as described above. If the Pilot provides Proof of Vaccination prior to the 44-hour cutoff described in Section 20-B-4, this requirement will not be applied to the Pilot's PBS bidding for that Bid Period or subsequent Bid Periods.

10. Temporary Duty Assignments into Categories with Restricted Segment(s)

- a. Notwithstanding Section 8-G-3-b, if a Category with scheduled Trip(s) that include Restricted Segment(s) has insufficient Vaccinated Pilots in the Category to cover all scheduled flying, the Company may deny awards to any or all Unvaccinated Pilots when awarding TDY assignments into the Category.

11. Effective Date of Paragraph D

- a. The provisions of Paragraph D.4.a and Paragraph D.6 (specifically, blocking schedules with a DNF or similar code) shall become effective with the August 2021 Bid Period.
- b. As applied to destinations identified as Vaccine Destinations in accordance with Paragraph D.12.a, the provisions of Paragraph D shall become effective with the August 2021 Bid Period, including Trips that carry-in to the August 2021 Bid Period.
- c. The trade restrictions outlined in Paragraph D.3, above, are subject to completion of programming. Until programming is completed, the Section 20-D-4 error process shall be applied to trades into Trips that include Restricted Segment(s).

12. The scheduling provisions of this Paragraph D shall apply to all Flight Segments operating into destinations for which vaccinations have been required by local law for entry or destinations identified as Vaccine Destinations, herein "Restricted Segment(s)".

- a. A "Vaccine Destination" is a destination which has been identified by either Party as necessary to limit operations to those destinations only to Vaccinated Pilots. Agreement to designate a destination as a Vaccine Destination or remove a destination from such designation shall not be unreasonably withheld. If there is no agreement, the issue shall be resolved through the expedited process included in Paragraph D.12.c, below.
- b. When determining whether a destination should be designated or removed from designation as a Vaccine Destination, the following factors should be considered (but a destination need not satisfy all such factors):

- i. COVID infection rates are high or a higher risk COVID variant has been identified;
 - ii. Vaccinated Pilots would be able to layover at an approved or equivalent hotel (as opposed to a government-mandated hotel or facility);
 - iii. The government has determined that the whole crew (including flight attendants, as applicable) would be required to be quarantined or otherwise restricted in their hotel as a result of some of the crew not being fully vaccinated;
 - iv. The local medical infrastructure is overwhelmed due to COVID; or
 - v. If Vaccinated Pilots would not need to be COVID tested, either prior to departure or upon arrival at the destination.
 - c. Should the Parties disagree on the designation or removal of a destination as a Vaccine Destination, the dispute shall be resolved by a neutral arbitrator. The Parties shall maintain a list of arbitrators selected for this purpose and shall utilize the first (1st) available date/time to convene such a hearing. To the extent possible, the hearing will be held within seventy-two (72) hours. The arbitration hearing shall be conducted on an expedited basis consistent with the procedures set forth in Section 18-B-6-a.
 - i. Once determined by arbitration, such determination shall not be challengeable by arbitration for at least two (2) complete Bid Periods.

This Letter of Agreement shall become effective upon signing and shall continue in effect until the effective date of a written notice of termination served upon the other party no less than thirty (30) days prior to the proposed effective date, except that the Association may only terminate this Letter of Agreement effective no earlier than the day after the last day of the December 2022 Bid Period. Regardless of the effective date of the termination, Paragraph C “Adverse Reactions to COVID Vaccination” shall run concurrent with Section 25, Duration of the Basic Agreement and any Pilot who received their first vaccination dose prior to the effective date of the termination shall still be entitled to compensation under the terms of this Agreement.

IN WITNESS HEREOF, the parties have executed this Letter of Agreement this 25
day of May, 2021.

FOR UNITED AIRLINES, INC.

FOR THE AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

DocuSigned by:


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