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LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

**Global Scope**

This Letter of Agreement (“LOA”) is made and entered into under the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (the “Company”) and the Air Line Pilots Association, International (the “Association”).

WHEREAS the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) effective December 1, 2016, and

WHEREAS the parties no longer wish to continue with negotiations for terms related to individual profit/loss sharing agreements arising from the various commercial JVs Delta enters with its international partners and

WHEREAS the Company and the Association have reached agreement to ensure Delta pilots share, on a one-for-one basis, in international twin-aisle widebody aircraft and supersonic aircraft flying growth performed with Delta’s foreign partners, and

WHEREAS the Company and the Association wish to amend the PWA and memorialize this new Global Scope agreement.

NOW THEREFORE, it is mutually agreed:

**1.  
Definitions**

1 A. Add **Section 1 B. X.** and **Section 2 A. X.** (new) to read:

- 2
- 3 X. “Americas Theater” means flying on all routes between (a) a point in South America, and  
4 (b) a point in the United States.  
5
- 6 X. “Atlantic Theater” means flying on all routes between (a) a point in the United States,  
7 and (b) a point that is east of longitude 30° W and west of longitude 90° E.  
8
- 9 X. “Pacific Theater” means (a) Pacific Flying, as defined by **Section 1 B. 45.** and **2 A. 201.**,  
10 (b) flying on all routes between the United States and Hawaii, and (c) flying on all routes  
11 between (i) a point in the United States, and (ii) a point that is west of longitude 145° W  
12 (excluding any points in North America) and east of longitude 90° E.  
13
- 14 X. “Global Flying” means Delta Global Flying and/or Partner Global Flying.
- 15
- 16 X. “Global Partner” (or, as used in **Section 1 X.**, “partner”) means a foreign carrier that  
17 operates Partner Global Flying.  
18
- 19 X. “Delta Global Flying” means all flight segments on twin-aisle widebody aircraft or  
20 supersonic aircraft operated by Delta  
21 a. to/from the United States in the:  
22 1) Atlantic Theater,  
23 2) Pacific Theater, or  
24 3) Americas Theater.  
25 b. on Fifth Freedom flights (excluding intra-North American Fifth Freedom Flights).  
26 Exception: Flight segments on freighter aircraft, combi aircraft that do not carry ticketed  
27 passengers, cargo-only flights, ferry flights, charter flights (other than scheduled charter  
28 flights held out for public sale), MAC, and FCFs are not Global Flying.  
29
- 30 X. “Partner Global Flying” means all flight segments on twin-aisle widebody aircraft or  
31 supersonic aircraft operated by a foreign partner (its affiliate(s) or contract carriers)  
32 a. that is subject to a profit/loss sharing agreement, as defined by **Section 1 B. 50.**, to  
33 which Delta is a party;  
34 Exception one: Transborder flights between the mainland United States and Canada  
35 or Mexico are not Partner Global Flying;  
36 Exception two: Flying that is described in a profit/loss sharing agreement but over  
37 which the Company does not have network governance (e.g., Blue Skies Bundle 2), is  
38 not Partner Global Flying under **Section 1 X. a.**;  
39 or  
40 b. in which the Company and a Company affiliate(s) have a combined ownership level  
41 (i.e., the percentage of ownership referred to in **Section 1 B. 19. a.**) of 20% or more,  
42 and to/from the United States and  
43 1) crosses the Atlantic,  
44 2) crosses the Arctic,  
45 3) crosses the Pacific, or  
46 4) operates to/from South America;

- 1 or
- 2 c. on any Delta codeshare flight segment, not covered by **Section 1 B. X. a.** or **b.**, during
- 3 any month in which the Company or any Company affiliate books or tickets under the
- 4 Company’s or Company affiliate’s designator code, reserves, blocks, and/or
- 5 purchases for resale:
- 6 1) more than 30% of passenger seats on any pair of flight segments in a city pair
- 7 (e.g., JFK-NBO-JFK, AMS-BOM-AMS) of such foreign air carrier; or
- 8 2) an average of more than 120 seats per flight segment (e.g., NBO-JFK, BOM-
- 9 AMS) of such foreign air carrier.

10 Exception: Flight segments on freighter aircraft, combi aircraft that do not carry ticketed  
 11 passengers, cargo-only flights, ferry flights, scheduled charter flights (other than  
 12 scheduled charter flights held out for public sale), MAC, and FCFs are not Global Flying.

- 13
- 14 X. “Remediated aircraft block hours” means, for purposes of **Section 1 X.**, the aircraft block
- 15 hours resulting from a shortfall in Delta Global Flying that is remedied or cured with
- 16 additional twin-aisle widebody pilot staffing consistent with **Section 1 X. 9.** Remediated
- 17 aircraft block hours will be distributed evenly across each quarter of the violation period.
- 18
- 19 X. “Remediation period” means, for purposes of **Section 1 X.**, a period of time, in bid
- 20 periods, during which additional pilot staffing required under **Section 1 X. 8.** is in effect.
- 21 This period begins upon the conversion of the required number of additional pilots and
- 22 lasts for as many months as the applicable violation period.
- 23
- 24 X. “South America” means, for purposes of **Section 1 X.** and related definitions in this
- 25 Section, the continent bordering the Republic of Panama to the south.
- 26
- 27 X. “Supersonic aircraft” means an aircraft that can achieve cruise speeds above Mach .95.
- 28
- 29 X. “Twin-aisle widebody aircraft” means, for purposes of **Section 1 X.** and related
- 30 definitions in this Section, any aircraft that has more than one aisle.
- 31
- 32 X. “Violation period” means, for purposes of **Section 1 X.**, a measurement period during
- 33 which there is a shortfall between the number of Delta’s aircraft block hours and the total
- 34 aircraft block hours required of Delta under **Section 1 X.**

35

36

37 B. *Amend Section 1 B. 14. and Section 2 A. 46. to read, with the underlined representing new*  
 38 *text:*

39

40 “Circumstance Over Which the Company Does Not Have Control,” for the purposes of

41 **Section 1 and Section 21**, means a circumstance that includes, but is not limited to, a natural

42 disaster; labor dispute involving a work stoppage which impairs Company operations

43 (provided such term does not apply to informational picketing or other lawful activity

44 designed to inform the public); grounding of a substantial number of the Company’s aircraft

45 by a government agency; reduction in flying operations because of a decrease in available

46 fuel supply or other critical materials due to either governmental action or commercial

1 suppliers being unable to provide sufficient fuel or other critical materials for the Company’s  
 2 operations; revocation of the Company’s operating certificate(s); war emergency; owner’s  
 3 delay in delivery of aircraft scheduled for delivery; manufacturer’s delay in delivery of new  
 4 aircraft scheduled for delivery. The term “circumstance over which the Company does not  
 5 have control” will not include the price of fuel or other supplies; any delay by the  
 6 manufacturer in the delivery of new aircraft to the Company that is (a) known to the  
 7 Company when it provides its detailed Fleet and Network Plans to the Association in Q4 of  
 8 any year prior to the year of the scheduled delivery, or (b) less than 45 days; the price of  
 9 aircraft; the state of the economy; the financial state of the Company; or the relative  
 10 profitability or unprofitability of the Company’s then-current operations.

11 Note one: For purposes of this definition, Company refers only to Delta Air Lines, Inc., and  
 12 not any Company affiliate.

13 Note two: The Company will give ALPA prior written notice of its intent to declare  
 14 “circumstances over which the Company does not have control,” and its rationale.

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17 **C. Add Section 1 B. 19. a. Note and Section 2 A. 57. a. Note (new) to read:**

18

19 Note: For purposes of the definition of Global Partner, control by a foreign partner (as entity  
 20 A within the definition of control under **Section 1 B. 19.**) will only exist over a controlled  
 21 foreign air carrier affiliate (as entity B) under **Section 1 B. 19. a. 1) and 2)** if that foreign  
 22 partner, whether directly or indirectly through the control of other entities, owns securities  
 23 that constitute and/or are exchangeable into, exercisable for or convertible into more than 49  
 24 percent of B’s outstanding common stock or voting power of all outstanding securities, as  
 25 provided under **Section 1 B. 19. a.** Control by a foreign partner (as entity A within the  
 26 definition of “control” under **Section 1 B. 19.**) whether directly or indirectly through the  
 27 control of other entities, over a controlled foreign air carrier affiliate (as entity B) also exists  
 28 if one or more of the tests under **Section 1 B. 19. b. - f.** is satisfied.

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31 **2.**  
 32 **Global Scope**

33

34 *Amend Section 1 C. to read, with the underlined representing new text and the strike through*  
 35 *representing deleted text:*

36

37 Except as provided in **Sections 1 D., E., O., ~~and Q.~~ and X.**

38

39

40 **Add Section 1 X. (new) to read:**

41

42 **X. Permitted Arrangements with Partners Performing Global Flying**

43

- 44 1. **Section 1 C.** will not apply to Partner Global Flying, under the terms and conditions of
- 45 **Section 1 X.**

46

- 1        2. Global Flying will be measured:
  - 2            a. using scheduled aircraft block hours as reported by a mutually-acceptable third-party
  - 3            source (e.g., Official Airline Guide (OAG), Cirium).
  - 4            Exception: For flights on supersonic aircraft, block hours will be determined by
  - 5            using the historical average number of scheduled block hours of non-supersonic
  - 6            aircraft operating the same flight segment in the same calendar month (i.e.,
  - 7            supersonic-equivalent block hours). In the event that non-supersonic aircraft did not
  - 8            operate the same flight segment in the same calendar month in the past, the parties
  - 9            will jointly model the flight time using all publicly-available industry data in order to
  - 10           determine the block hours of such flight segment.
  - 11           Note one: The Association will be provided with full user-access to the mutually-
  - 12           acceptable third-party source of data (e.g., Cirium) at Company expense.
  - 13           Note two: In the event there is a discrepancy between the reported aircraft block
  - 14           hours provided by Delta or the Global Partners and the aircraft block hours from the
  - 15           mutually-acceptable third-party source, the parties will meet to ensure the accuracy of
  - 16           the aircraft block hours being measured. If the parties are unable to reconcile the
  - 17           discrepancy over the aircraft block hours measured, the issue may be submitted for
  - 18           expedited determination under **Section 1 M**.
  - 19           b. quarterly, on a rolling basis, for each eight quarter measurement period beginning
  - 20           with the period from January 1, 2024 to December 31, 2025.
  - 21           Exception: Prior to the eight quarter measurement period ending December 31, 2025,
  - 22           the measurement period will be:
    - 23                1) four quarters for the period ending December 31, 2024 (first measurement
    - 24                period);
    - 25                2) five quarters for the period ending March 31, 2025 (second measurement period);
    - 26                3) six quarters for the period ending June 30, 2025 (third measurement period); and
    - 27                4) seven quarters for the period ending September 30, 2025 (fourth measurement
    - 28                period).
- 29        3. Global Flying Ratio
  - 30            a. A global flying ratio will be derived by calculating the ratio of Delta Global Flying to
  - 31            Partner Global Flying during the four quarters ending December 31, 2019.
  - 32            b. The ratios of Delta Global Flying to Partner Global Flying, will meet or exceed the
  - 33            global flying ratio in **Section 1 X. 3. a.** for the four quarter measurement periods:
    - 34                1) January 1, 2023 to December 31, 2023,
    - 35                2) April 1, 2023 to March 31, 2024,
    - 36                3) July 1, 2023 to June 30, 2024, and
    - 37                4) October 1, 2023 to September 30, 2024.
- 38        4. Delta and Global Partner Baselines
  - 39            a. Delta Global Flying baseline shall be comprised of
    - 40                1) the required aircraft block hours during the four quarter period from January 1,
    - 41                2023 through December 31, 2023 in the ratio established under **Section 1 X. 3. a.**,
    - 42                plus
    - 43                2) the scheduled aircraft block hours of such flying during the four quarter period
    - 44                from January 1, 2024 through December 31, 2024.

Note: Delta Global Flying baseline will include any remediated aircraft block hours for the four quarters in 2024.

Exception: Before January 1, 2026, and prior to application of the full eight quarter measurement period, block hour baselines will be established as follows:

- a) For the four quarters ending December 31, 2023, the baseline is the required block hours in the ratio established under **Section 1 X. 3. a.** (first baseline period);
- b) For the five quarters ending March 31, 2024, the baseline shall be comprised of the block hours in Exception a) plus the scheduled aircraft block hours of such flying during the first quarter of 2024, including any remediated aircraft block hours (second baseline period);
- c) For the six quarters ending June 30, 2024. the baseline shall be comprised of the block hours in Exception b) plus the scheduled aircraft block hours of such flying during the second quarter of 2024, including any remediated aircraft block hours (third baseline period); and
- d) For the seven quarters ending September 30, 2024, the baseline shall be comprised of the block hours in Exception c) plus the scheduled aircraft block hours of such flying during the third quarter of 2024, including any remediated aircraft block hours (fourth baseline period).

b. Partner Global Flying baseline shall be comprised of the scheduled aircraft block hours of such flying during the eight quarter period from January 1, 2023 through December 31, 2024.

Exception: Prior to January 1, 2026, block hour baselines will be established as follows:

- 1) four quarters for the period ending December 31, 2023 (first baseline period);
- 2) five quarters for the period ending March 31, 2024 (second baseline period);
- 3) six quarters for the period ending June 30, 2024 (third baseline period); and
- 4) seven quarters for the period ending September 30, 2024 (fourth baseline period).

c. Thereafter, the block hour baselines will remain fixed unless adjusted in accordance with **Section 1 X. 5.** and **6.**

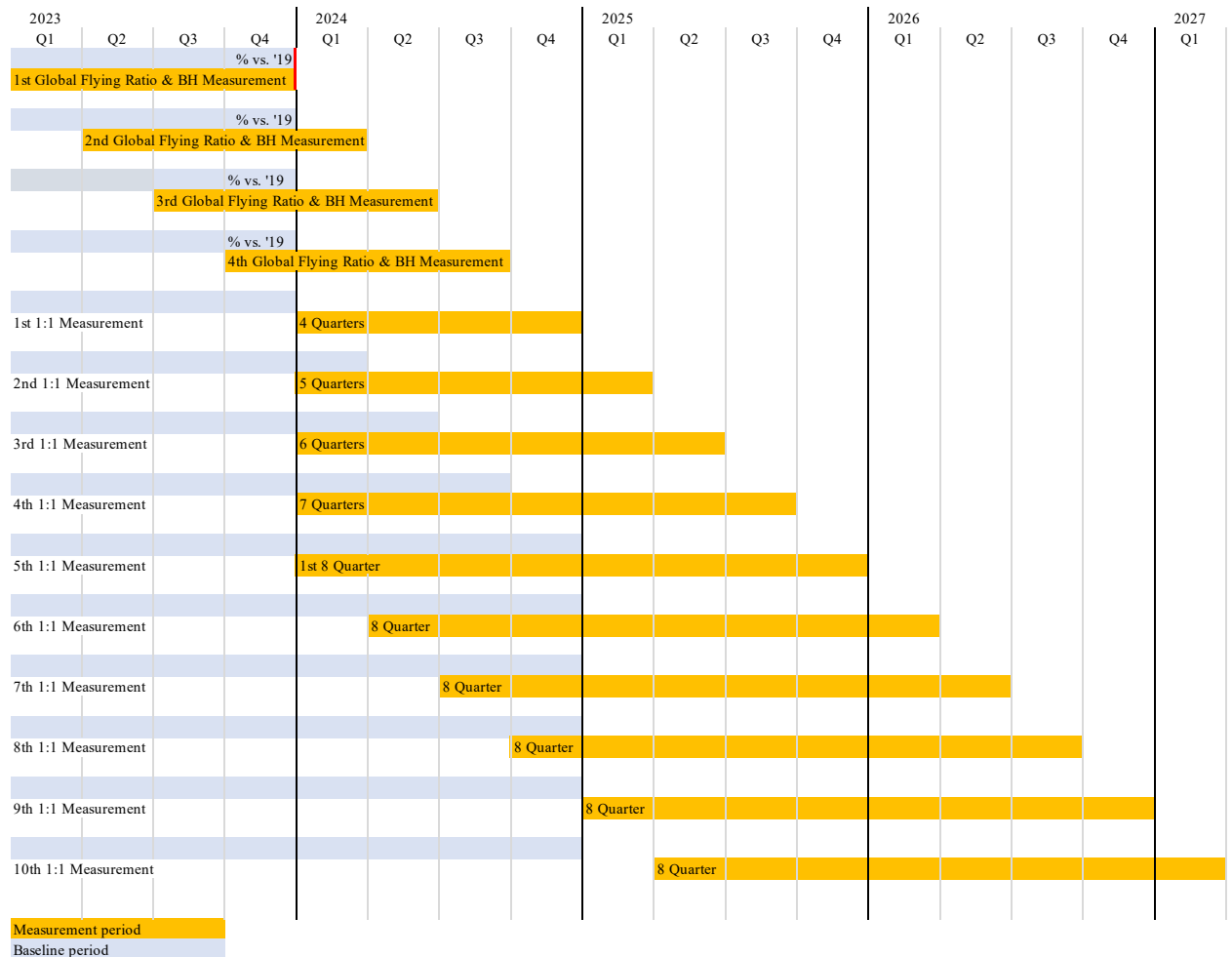
Example:

- 1) During the four quarters of 2019, Delta Global Flying totaled 4,800 block hours.
- 2) During the four quarters of 2019, Partner Global Flying totaled 5,200 block hours.
- 3) This establishes a Global Flying Ratio of 48% for Delta and 52% for the Global Partners
- 4) During the four quarters of 2023, Partner Global Flying totaled 4,680 block hours, which is the initial Partner Global Flying baseline.
- 5) Per the ratio established in Step 3 of this example, Delta Global Flying, in the four quarters of 2023, must be no less than 48% of all Global Flying. As a result, Delta Global Flying must total no fewer than 4,320 block hours, which is the initial Delta Global Flying baseline (48% is equal to 4,320 block hours of Delta Global Flying).

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Illustration of **Section 1 X. 4. b.:**

Transition from Ratio/BH Measurement to Four Quarter Measurement Period to Eight Quarter Measurement Period



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5. The established Partner Global Flying baseline will be adjusted as set forth below to assure that the growth requirements under **Section 1 X. 7.** will not be compromised by the entry or exit of a Global Partner.
  - a. When a new Global Partner enters into a profit/loss sharing arrangement with Delta (which occurs on the date that such profit/loss sharing agreement is implemented), Partner Global Flying that would have been subject to the profit/loss sharing arrangement, performed by the new Global Partner during the 24-month period ending 12 months prior to the end of the month in which the public announcement was made that the new Global Partner will enter into a profit/loss sharing arrangement with Delta, will be added to the Global Partners’ block hour baseline provided such new Global Partner was performing flying under Delta’s designator code during that time period. If the new Global Partner was not performing flying under Delta’s code prior to entering the profit/loss sharing agreement, flying performed by the new Global Partner during the 24-month period prior to the end of

1 the month in which the public announcement was made that the new Global Partner  
2 will enter into a profit/loss sharing agreement will be added to the Global Partners'  
3 block hour baseline. Partner Global Flying performed by the new Global Partner  
4 during the eight-quarter measurement period ending with the quarter during which the  
5 new Global Partner enters into the profit/loss sharing arrangement, and each  
6 measurement period thereafter, will be included in Partner Global Flying for the  
7 purposes of calculating the Company's growth requirement.

8 Exception: In the event a new Global Partner enters into a profit/loss sharing  
9 arrangement that Delta is party to prior to January 1, 2026, the duration of the  
10 measurement period will be prorated consistent with **Section 1 X. 4. b.** The block  
11 hours added to the baseline will be derived from the prorated measurement period.

12 Note: When a Global Partner merges with or acquires another carrier, it will be  
13 treated the same as the entry of a new partner under **Section 1 X. 5. a.**

14  
15 Example:

- 16 1) On June 6, 2027, it is announced Airline XYZ will enter into a profit/loss  
17 sharing arrangement with Delta at a future date.
- 18 2) In the 24 months ending on June 30, 2026 (12 months prior to announcement),  
19 Airline XYZ performed 500 block hours that would have qualified as Partner  
20 Global Flying. Those 500 block hours will be added to the Global Partner  
21 block hour baseline upon implementation of the profit/loss sharing  
22 arrangement.
- 23 3) On February 14, 2029, Delta implements the profit/loss sharing arrangement  
24 with Airline XYZ.
- 25 4) In the eight-quarter measurement period ending March 31, 2029, Airline XYZ  
26 performed 520 block hours of Partner Global Flying.
- 27 5) For purposes of determining compliance with the growth requirement under  
28 **Section 1 X. 7.**, 520 block hours will be added to the Partner Global Flying for  
29 the current measurement period ending March 31, 2029.
- 30 6) For each subsequent measurement period the new partner's Global Flying will  
31 be included for purposes of calculating the growth requirements under **Section**  
32 **1 X. 7.**

- 33
- 34 b. When Delta acquires a 20% or greater ownership stake in a new Global Partner,  
35 Partner Global Flying performed by the new Global Partner during the 24 months  
36 prior to the end of the month in which Delta acquires such 20% or greater stake, will  
37 be added to the Global Partner block hour baseline.

38 Exception: If such 20% or greater stake is acquired prior to January 1, 2026, the  
39 duration of the measurement period will be prorated consistent with **Section 1 X. 4. b.**  
40 The block hours added to the baseline will be derived from the applicable prorated  
41 measurement period.

- 42 c. When a new or existing Global Partner qualifies under both **Section 1 X. 5. a.** and **X.**  
43 **5. b.**, the adjustment to the established block hour baseline will reflect all qualifying  
44 flying generated by either transaction, but any added flying will not be double  
45 counted.



- 1 Note: In the event that Partner Global Flying qualifies under both **Section 1 X. 5. a.**
- 2 and **b.**, any flying which overlaps will be accounted for in the earlier applicable
- 3 baseline period.
- 4 d. When an airline ceases to perform Partner Global Flying, as defined in **Section 1 B.**
- 5 **X.** (exit of a Partner), Partner Global Flying by such airline during the full five-, six-,
- 6 seven-, or eight-quarter period (as applicable) prior to the former partner’s exit will be
- 7 subtracted from the established Global Partner baseline.

Example:

<p><b>Step 1</b> January 1, 2023 to December 31, 2024 8 Quarter Block Hour Baseline</p> <p>Delta: <b>100,000</b> Global Partners: <b>110,000</b></p> <p style="padding-left: 40px;">OA #1 40,000</p> <p style="padding-left: 40px;">OA #2 40,000</p> <p style="padding-left: 40px;">OA #3 30,000</p> <p><b>Step 2</b> April 1, 2026 to March 31, 2028 8 Quarter Measurement Period</p> <p>Delta: <b>135,000</b> Global Partners: <b>145,000</b></p> <p style="padding-left: 40px;">OA #1 55,000</p> <p style="padding-left: 40px;">OA #2 50,000</p> <p style="padding-left: 40px;">OA #3 40,000</p> <p>Delta and the Global Partners both grew by 35,000 block hours above the baseline in Step 1.</p> <p>Delta is at the minimum level of compliance by matching the 35,000 block hours of Global Partner growth.</p>	<p><b>Step 3</b> OA #3 no longer a Global Partner as of 1 April 2028</p> <p><b>Adjusted Block Hour Baseline</b></p> <p>Delta: <b>100,000</b> Global Partners: <b>70,000</b></p> <p>Global Partner Adjusted Baseline: 110,000 block hours (initial 8 quarter Baseline in Step 1) - 40,000 block hours (OA #3's contribution for the 8 full quarters prior to their exit) = 70,000 block</p> <p><b>Step 4</b> Next 8 Quarter Measurement Period July 1, 2026 to June 30, 2028</p> <p>Delta: <b>140,000</b> Global Partners: <b>110,000</b></p> <p style="padding-left: 40px;">OA #1 55,000</p> <p style="padding-left: 40px;">OA #2 55,000</p> <p>Delta is at the minimum level of compliance by matching the 40,000 block hours of Global Partner growth, which includes OA #3's <b>10,000 block hours of growth</b> before they exited.</p> <p>Despite OA #3's exit as a Global Partner and subsequent reduction to the Global Partner Baseline, Delta's 1:1 block hour compliance minimum is not reduced due to the exit of a Global Partner</p>
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- 11
- 12 6. The established Global Partner baseline will be adjusted if a profit/loss sharing
- 13 arrangement with Delta is modified, as follows:
- 14 a. If an existing profit/loss sharing arrangement is modified to reduce its geographic
- 15 scope, the Global Partner baseline will be adjusted by subtracting the impacted flying,
- 16 consistent with the methodology applied to the exit of a partner under **Section 1 X. 5.**
- 17 **d.**
- 18 Note: For a period of five years following the effective date of such modification,
- 19 Delta will not place its designator code or sell seats on any Global Partner flights that
- 20 would have been covered by the geographic scope of the profit/loss sharing
- 21 agreement prior to modification. Delta is not prohibited from codesharing or selling
- 22 seats on flights connecting through the United States. This Note does not prevent
- 23 Delta from utilizing industry standard interline agreements to accommodate
- 24 passengers affected by unforeseen flight or service disruptions.
- 25
- 26 Example: The Blue Skies/Trans-Atlantic Joint Venture is amended to remove Mexico
- 27 from the geographic scope of the JV. Delta cannot place its designator code or sell
- 28 any seats on flights by any Global Partner to/from Mexico and Europe, or to/from
- 29 Mexico and French Polynesia, for five years from the effective date of such removal.
- 30
- 31 b. If an existing profit/loss sharing arrangement is modified to expand its geographic
- 32 scope, the Global Partner baseline will be adjusted by adding any impacted flying,

1 consistent with the methodology relating to the entry of a partner under **Section 1 X.**  
2 **5. a.**

3  
4 7. Effective with the measurement period beginning January 1, 2024 and ending December  
5 31, 2024, and for each successive measurement period thereafter, Delta Global Flying in  
6 excess of the Delta Global baseline will be equal to, or greater than, all Partner Global  
7 Flying in excess of the Global Partner baseline (as may be adjusted under **Sections 1 X. 5.**  
8 **and 6.**), on an aircraft block hour-for-block hour (1:1) basis.

9 Note: During any measurement period in which the total Partner Global Flying is less  
10 than the Global Partner baseline, the Delta Global Flying during the same measurement  
11 period, may decrease below the Delta Global baseline, on an aircraft block hour-for-block  
12 hour basis, by an amount equal to but not greater than, the net decrease of all Partner  
13 Global Flying.

14  
15 8. Effective with the first eight-quarter measurement period ending December 31, 2025, and  
16 for each successive measurement period thereafter, the number of twin-aisle widebody or  
17 supersonic-equivalent aircraft block hours Delta operates in each theater will be no less  
18 than:

- 19 a. Atlantic Theater: 667,558
- 20 b. Pacific Theater: 326,618
- 21 c. Americas Theater: 76,223

22 Note: Block hours from an individual flight segment will only count towards one theater.

23  
24 9. Remediating Non-Compliance Arising from a Shortfall in Delta Global Flying  
25 For each measurement period in which Delta Global Flying is less than the minimum  
26 required under **Section 1 X. 7.** and/or **Section 1 X. 8.**, the difference between Delta  
27 Global Flying during the applicable measurement period and the required Delta Global  
28 Flying, or shortfall, for the same measurement period, will be remedied with additional  
29 twin-aisle widebody pilot staffing. Before converting the shortfall into pilot staffing, the  
30 Company will be first credited with aircraft block hours remedying a prior shortfall as  
31 follows:

- 32 a. Remediated aircraft block hours will be applied to a shortfall in Delta’s Global Flying  
33 for the duration of the remediation period, and any overlapping measurement periods,  
34 subject to the following:
  - 35 1) Remediated aircraft block hours curing a shortfall under **Section 1 X. 8.** will be  
36 applied as an aircraft block hour credit towards a shortfall under **Section 1 X. 7.**  
37 provided; however,
    - 38 a) such credit may not exceed any shortfall in **Section 1 X. 7.**, and
    - 39 b) no credit from remediated aircraft block hours under this provision will be  
40 applied if there is no shortfall under **Section 1 X. 7.**
  - 41 2) Remediated aircraft block hours curing a shortfall in Delta Global Flying under **1**  
42 **X. 7.** will not be applied as an aircraft block hour credit towards a shortfall in any  
43 theater of flying under **Section 1 X. 8.**
  - 44 3) Remediated aircraft block hours curing a shortfall in one theater of flying under  
45 **Section 1 X. 8.** will not be applied as an aircraft block hour credit towards a  
46 shortfall in any other theater of flying.

- 1           b. Any shortfall in Global Flying that remains after applying remediated aircraft block  
2 hours will be converted from aircraft block hours to pilot block hours by:  
3           1) dividing the aircraft block hour deficit by the number of months in the  
4 measurement period to arrive at a monthly average shortfall; then  
5           2) dividing by 53 hours to arrive at a monthly number of additional twin-aisle  
6 widebody crews to remediate the shortfall (rounded up to the nearest whole  
7 number of pilots).  
8           3) multiplying by four pilots per crew (two captains and two first officers); and then  
9           4) The resulting total is the *remediated staffing headcount*.
- 10
- 11           c. Of the monthly number of additional twin-aisle widebody pilots (remediated staffing  
12 headcount) required by **Section 1 X. 9. b.**:
- 13           1) at least 50% will be captains; and  
14           2) at least 50% of the captains and at least 50% of the first officers will be  
15           a) A350 pilots, or  
16           b) any twin-aisle widebody aircraft position with an hourly composite pay rate  
17           under **Section 3 B. 2.** no less than the hourly pay rate of the A350;  
18 and  
19           3) any remaining remediated pilots may be A330 pilots.
- 20           d. Surplus staffing will be calculated by averaging the actual pilot staffing headcount  
21 exceeding the headcount required by the PBS staffing formula under **Section 22 C.**  
22 for the 350A, 350B, 330A, and 330B categories (and other twin-aisle widebody  
23 aircraft as applicable under **Section 1 X. 9. c. 2) b)**).
- 24           1) The average surplus will be expressed as a percentage above the required PBS  
25 staffing formula headcount for each respective position and determined for:  
26           a) the peak bid periods of June, July and August that fell within the violation  
27 period.  
28           b) the non-peak bid periods (i.e., consisting of all other bid periods exclusive of  
29 June, July, and August) that fell within the violation period.
- 30           2) The surplus staffing headcount will be derived from the average surplus for each  
31 position from the appropriate (peak or non-peak) bid periods within the violation  
32 period.
- 33           e. During the remediation period, the adjusted minimum-required staffing in each bid  
34 period is the sum of:
- 35           1) the headcount required for that bid period (as determined by the PBS staffing  
36 formula under **Section 22 C.**) for the 350 A and B and 330 A and B positions (and  
37 other twin-aisle widebody aircraft as applicable under **Section 1 X. 9. c. 2) b)**);  
38 and  
39           2) the surplus staffing headcount (as determined under **Section 1 X. 9. d. 2)**);  
40 and  
41           3) the remediated staffing headcount (as determined under **Section 1 X. 9. b.** and **c.**).
- 42           f. The actual pilot headcount for the 350 A and B and 330 A and B positions (and other  
43 twin-aisle widebody aircraft as applicable under **Section 1 X. 9. c. 2) b)**) must remain  
44 at or above the adjusted minimum-required staffing for each bid period within the  
45 remediation period. This adjusted minimum-required staffing will replace the value  
46 calculated under **Section 22 C.**

- g. A pilot must be converted and in their respective position consistent with **Section 1 X. 9. c.** to count as remediated staffing.
- h. The remediation period will not start until the adjusted minimum-required headcount is reached and all remediated pilots have been converted. The adjusted minimum-required headcount will be maintained for each bid period for the entire duration of the remediation period. Once the remediation period has started, failure to maintain the adjusted minimum-required headcount will result in the reset of the remediation period.  
 Note: The remediation period must begin, and all remediated pilots converted, no later than six completed bid periods after the conclusion of the applicable violation period.
- i. **Section 1 X. 9.** is the exclusive remedy for a shortfall in **Section 1 X. 7.** and/or **Section 1 X. 8.**

Block hour shortfall example:

Quarter		1	2	3	4	5	6	7	8	9	10	11
<b>MP #1 Block Hour Shortfall =</b>	20000											
<b>Accrued Remediation</b>	0	0	0	0	0	0	0	0				
<b>MP #1 Remediation</b>		2500	2500	2500	2500	2500	2500	2500	2500			
<b>Pilots Required</b>	63											
<b>MP #2 Block Hour Shortfall =</b>	22000											
<b>Accrued Remediation</b>	17500		2500	2500	2500	2500	2500	2500	2500			
<b>Remaining Remediation Rqd</b>	4500		563	563	563	563	563	563	563	563		
<b>Pilots Required</b>	15											
<b>MP #2 Total Remediation</b>			3063	3063	3063	3063	3063	3063	3063	563		
<b>MP #3 Block Hour Shortfall =</b>	18,000											
<b>Accrued Remediation</b>	18938			3063	3063	3063	3063	3063	3063	563		
<b>Remaining Remediation Rqd</b>	938			0	0	0	0	0	0	0	0	
<b>Pilots Required</b>	0											
<b>MP #3 Total Remediation</b>				3063	3063	3063	3063	3063	3063	563	0	
<b>MP #4 Block Hour Shortfall =</b>	20000											
<b>Accrued Remediation</b>	15875				3063	3063	3063	3063	3063	563	0	
<b>Remaining Remediation Rqd</b>	4125				516	516	516	516	516	516	516	516
<b>Pilots Required</b>	13											
<b>MP #4 Total Remediation</b>					3578	3578	3578	3578	3578	1078	516	516

Additional remediated headcount required from above example:

Quarter	11	12	13	14	15	16	17	18	19	20	21
<b>MP1</b>	63	63	63	63	63	63	63	63			
<b>MP2</b>		15	15	15	15	15	15	15	15		
<b>MP3</b>			0	0	0	0	0	0	0	0	
<b>MP4</b>				13	13	13	13	13	13	13	13
<b>Total</b>	63	78	78	91	91	91	91	91	28	13	13

Note: For both examples above, the remediated headcount applies to each bid period within the respective quarter

10. **Section 1 E. 2. a.** and **b.** do not apply to Partner Global Flying under **Section 1 B. X. a)** and **b).**

1 Note: The Company will continue to provide to the Association all reporting data related  
2 to enforcement of those provisions as if they remained applicable.

3  
4 11. **Section 1 E. 2. e.** does not apply while **Section 1 X.** is in effect.

5  
6 12. **Section 1 E. 8.** does not apply to Partner Global Flying under **Section 1 X.**

7  
8 13. If the Company claims that a circumstance over which the Company does not have  
9 control is the cause of the Company's non-compliance with **Section 1 X. 3. b.**, **X. 7.**,  
10 and/or **X. 8.**:

- 11 a. it will provide written notice to ALPA identifying all affected Global Flying, by  
12 individual city pair(s) with corresponding aircraft block hours, and  
13 b. corresponding aircraft block hours between such affected city pair(s) for the previous  
14 applicable measurement period will be subtracted from the Delta Global Flying  
15 baseline in effect under **Section 1 X. 4., 5., and 6.**, and excluded from Delta Global  
16 Flying for each measurement period, until the circumstance over which the Company  
17 does not have control is no longer the cause of non-compliance.

18 Note one: If the circumstance over which the Company does not have control does not  
19 affect all flights in a city pair, only the block hours from the flights affected by the  
20 circumstance will be excluded from Delta Global Flying and subtracted from the Delta  
21 Global Flying baseline.

22 Note two: If Partner Global Flying to the same city pair is also impacted by such  
23 circumstance, the Global Partner Baseline will be adjusted to exclude the affected Partner  
24 Global Flying to that city pair until the circumstance is no longer the cause of non-  
25 compliance.

26  
27 Example:

- 28 1) On October 16, 2030, the Company declares it will not be in compliance with  
29 **Section 1 X.** due to a circumstance over which it does not have control.  
30 2) The above circumstance affects Delta Company operations on flying between  
31 ABC-XYZ.  
32 3) In the eight-quarters ending September 30, 2030, the affected Delta Global  
33 Flying between ABC-XYZ is 200 block hours.  
34 4) The Delta Global Flying baseline is 5,000 block hours.  
35 5) Total Delta Global Flying baseline is subsequently modified to 4,800 block hours  
36 (5,000 minus the 200 block hours determined in step 3 above) until the  
37 circumstance is no longer causing non-compliance under **Section 1 X.**  
38 6) For the measurement period ending December 31, 2030, Delta Global Flying will exclude  
39 the affected flying between ABC-XYZ, and the growth requirements under **Section 1 X.**  
40 7. will be applied to the adjusted baseline.  
41  
42

3. Recovery Period Flying

- A. The total number of twin-aisle widebody aircraft block hours that Delta operates will be no less than:
  1. 150,000 during the first quarter of 2023;
  2. 184,000 during the second quarter of 2023; and
  3. 208,000 during the third quarter of 2023.

- B. Remediation for Non-Compliance with Recovery Period Flying
  1. If the actual number of twin-aisle widebody aircraft block hours the Company operates is below the minimum block hours required for a given quarter, a shortfall in twin-aisle widebody aircraft block hours will result. The twin-aisle widebody aircraft block hours in each quarter will be calculated independent of the number of aircraft block hours operated in any other quarter so that excess aircraft block hours above the required minimum in one quarter will not offset, in whole or part, a shortfall in aircraft block hours below the required minimum in another calendar quarter.
  2. On October 30, 2023, the shortfall for each quarter will be added together to determine the total shortfall in twin-aisle widebody aircraft block hours under this provision.
  3. This total shortfall in widebody aircraft block hours will be remedied consistent with **Section 1 X. 9.**; however, the remediation period will last for a duration of nine full bid periods.

Note: Any remediated aircraft block hours under this provision will be calculated independently, and the resultant remediation requirement will be additive of any other remediation under **Section 1 X. 9.**

- C. The below Minimum Transition Staffing will apply to any shortfall in Delta Global Flying under **Section 1 X. 3. b.** subject to the following:
  1. If, in any four quarter measurement period, Delta’s Global Flying is less than the required ratio under **Section 1 X 3. b.**, a staffing lookback and prospective/future staffing adjustment will apply as follows:
    - a. The staffing lookback will compare
      - 1) Actual: the actual the number of active pilots in the A350, A330, and B767-400ER categories during the applicable measurement period with
      - 2) In-compliance minimum: the number of pilots that would have been required by the PBS staffing formula in the A350, A330, and B767-400ER categories if the pilot block hours necessary for Delta Global Flying to be in compliance with the applicable ratio were added during the same measurement period.

Note: The aircraft block hours equaling the shortfall in Delta flying will be converted to pilot block hours consistent with **Section 1 X. 9. b.** for purposes of the above comparison.
    - b. If the Actual number of pilots under Paragraph 3.C.1.a.1) equals or exceeds the In-compliance minimum number of pilots under Paragraph 3.C.1.a.2), then the Company will be deemed in compliance; otherwise the Company will remedy the shortfall over the following four quarters with additional twin-aisle widebody pilot staffing consistent with **Section 1 X. 9.**

Note: During the period under **Section 1 X. 3. b.**, the Actual number of pilots above the headcount required by the PBS Staffing Formula under **Section 22 C.** for the A350, A330, and B767-400ER categories will not be deemed a staffing surplus under **Section 1 X. 9. d.**

Example:

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total for Measurement Period
Actual Headcount on A350, A330, and B767-400ER	2,705	2,793	2,874	2,971	3,013	3,077	3,101	3,124	3,143	3,168	3,190	3,211	36,370
In-compliance Min Headcount on A350, A330, and B767-400ER	2,613	2,810	2,774	2,873	2,963	3,027	3,020	3,058	3,091	3,112	3,081	3,142	35,563

The total actual headcount for the measurement period was 36,370 and the total in-compliance headcount was 35,563. Since the total actual headcount exceeds the In-compliance minimum number of pilots, the Company would be deemed in compliance.

- D. At no time prior to April 1, 2025, may the Company declare “circumstances over which the Company does not have control” based solely on a manufacturer’s delay in delivery of new aircraft.

#### 4. Labor Disputes

Amend **Section 1 K. 3.** to read:

- 3. The following provisions apply to any partner carrier that engages in Partner Global Flying or international partner flying with the Company, and to the affiliates of such partner carrier:
  - a. There will be no increased use of the DL code (i.e., an increase over and above that which was loaded in Delta’s reservation system in the 90-day period prior to the commencement of the cooling off period) by a partner during a cooling off period (under Section 5, 6, or 10 of the Railway Labor Act) applicable to Delta pilots. In the event of a lawful primary strike against Delta by the Delta pilots, the DL code will not be used by a partner at any time during such strike.
  - b. There will be no payments other than those payments occurring during the ordinary course of business to Delta from a partner during a cooling off period (under Section 5, 6, or 10 of the Railway Labor Act) applicable to Delta pilots or a lawful strike by Delta pilots.
  - c. No airman trained by a partner in the prior 12 months will be hired to serve as a Delta pilot during a cooling off period (under Section 5, 6, or 10 of the Railway Labor Act) applicable to Delta pilots or a lawful strike by Delta pilots.
  - d. There will be no increased use of the partner’s code (i.e., an increase over and above that which was loaded in Delta’s reservation system in the 90-day period prior to the commencement of the strike) by Delta during a lawful strike by the partner’s airmen.
  - e. Without the consent of the Delta MEC, there will be no increase of gauge on any Delta route which carries the partner’s code (i.e., an increase over and above that

1 which was loaded in Delta’s reservation system in the 90-day period prior to the  
2 commencement of the strike) during a lawful strike by the partner’s airmen.

3  
4  
5 **5.**  
6 **Compliance Reporting**

7  
8 *Amend Section 1 L. 2. b. to read, with the underlined representing new text and the strike-*  
9 *through representing deleted text:*

10  
11 b. Information provided to the Association under **Section 1 L. 2.**, will include all  
12 information reasonably necessary to enable the Association to monitor Delta’s  
13 compliance with the terms of **Section 1** (including copies of all codeshare and prorate  
14 agreements between Delta and Delta Connection Carriers and between Delta and  
15 carriers engaging in Category B operations, and the number and type of aircraft in  
16 Category A operations will be provided to the Association at the scheduled quarterly  
17 financial update), as well as the Company’s Profit Sharing Plan, and the Company’s  
18 Monthly Performance Incentive Program. The Company will also provide all  
19 operational and financial information, historical and projected, concerning all joint  
20 ventures, and copies of all codeshare agreements and profit/loss sharing agreements.  
21 Information related to codeshare, and joint venture, and any other PWA scope  
22 protections limitations (i.e., ~~Section 1 D. 4. – 6., Section 1 E. 2., Section 1 E. 7. and~~  
23 ~~8., Section 1 O. 2. – 5., and Section 1 P. 4. and 5.)~~ will be provided within 30 days  
24 after the conclusion of the applicable measurement period, and in addition upon  
25 request (but not more than quarterly).

26  
27  
28 *Amend Section 1 L. 2. d. to read, with the underlined representing new text and the strike-*  
29 *through representing deleted text:*

30  
31 d. The detailed historical operating information referenced in **Section 1 L. 2.** will be  
32 provided to the Association concurrent with the **Section 1 D. 4. – 6., Section 1 E. 2.,**  
33 **Section 1 E. 7. and 8., Section 1 O. 2. – 5., and Section 1 X. 1. – 13.** ~~**Section 1 P. 4.**~~  
34 ~~**and 5.**~~ (when applicable) information, at the end of each month, for the prior month.

35  
36  
37 *Add Section 1 L. 2. e. (new) to read:*

38  
39 e. In the fourth quarter of each year, the Company will provide the Association with its  
40 detailed Network and Fleet Plans including aircraft in service, parked, and on order  
41 (firm and options) along with an updated monthly delivery schedule and the projected  
42 aircraft retirement schedule for the following calendar year. The Company will  
43 provide the Association with any updates or modifications to the detailed Fleet Plan  
44 on a quarterly basis.



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**6.  
Termination of Obsolete Joint Venture Provisions**

*Delete Section 1 P., Delta/Air France/KLM/Alitalia Joint Venture, and related definitions: Section 1 B. 1., 3., 4., 9., 10., 26., and 39.; Section 2 A. 9., 15., 16., 30., 37., 97., and 150.; Section 2 B. 3., 4., 12., 27., and 47.*

*Delete Section 1 R., Virgin Atlantic Joint Venture, and related definitions: Section 1 B. 58. and 59.; Section 2 A. 300. and 301.; and Section 2 B. 89.*

Note: **Paragraph 6.** of this LOA will not prejudice the position of either party to any pending dispute related to the above deleted sections.

**7.  
Effective Date**

Except as expressly modified by this LOA, all other provisions of the PWA will remain in full force and effect.

**8.  
Duration**

This Letter of Agreement will become effective on January 1, 2023 and will remain in full force and effect concurrent with the PWA.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement, this \_\_\_ day of March, 2023.

FOR THE COMPANY

FOR THE ASSOCIATION

\_\_\_\_\_  
Glen Hauenstein  
President

\_\_\_\_\_  
Captain Jason Ambrosi  
President

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WITNESS:

\_\_\_\_\_  
John Laughter  
Executive Vice President &  
Chief of Operations

\_\_\_\_\_  
Joe Esposito  
Executive Vice President – Network

\_\_\_\_\_  
Jeff Arinder  
Sr. Vice President – Alliances

\_\_\_\_\_  
Marc Esposito  
Managing Director – Labor Relations

\_\_\_\_\_  
Tim Hennie-Roed  
Managing Director – Pilot  
Resources & Scheduling

WITNESS:

\_\_\_\_\_  
Captain Darren Hartmann  
Chairman, Master Executive Council

\_\_\_\_\_  
Captain Eric W. Criswell  
Chairman, MEC Negotiating Committee

\_\_\_\_\_  
First Officer Brandon S. Conwill  
MEC Negotiating Committee

\_\_\_\_\_  
Captain Richard C. Wheeler  
MEC Negotiating Committee