

CORONAVIRUS MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into on this 14th day of February 2020 (the "Effective Date"), in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Atlas Air, Inc. ("Atlas" or the "Company") and the International Aviation Professionals (IAP) at Teamsters Local 2750 ("Local 2750") (Atlas/Company and Local 2750 are referred to collectively herein as the "Parties").

WHEREAS, Atlas and Local 2750 are parties to a collective bargaining agreement setting forth the rates of pay, rules, and working conditions for the Company's Flight Deck Crewmembers ("CBA"); and

WHEREAS, Atlas has operations into and out of the People's Republic of China, which have been affected by the outbreak of the novel coronavirus first identified in Wuhan, Hubei Province, China ("COVID-19"); and

WHEREAS, the Parties recognize that they have shared interests in ensuring that the Company can continue operations into and out of China in a manner that protects the health and well-being of the Crewmembers; and

WHEREAS, up to this point, the Parties have coordinated well to address the Company's limited operations into and out of China on a case-by-case basis; and

WHEREAS, the Company has indicated that it would like to increase its flying into and out of China; and

WHEREAS, Local 2750 and the Company have reached agreement on the terms that shall temporarily apply to the Company's operations into and out of China, and wish to memorialize their agreement in this MOU.

The following provisions will apply for the duration of this MOU, and will expire upon the conclusion of the MOU:

- 1) "China Flying," as used in this MOU, shall be defined as flying into or out of The People's Republic of China and its territories and provinces (excluding the Hong Kong Special Administrative Region and Taiwan).
- 2) The Company will allow line holders to opt-out of China Flying in the same manner as Crewmembers are allowed to opt-out of Hostile Area Operations flying consistent with Section 33 of the CBA. Line holders shall give such opt-out notice no later than ninety-six (96) hours before the identified Trip Pairing is scheduled to begin. Reserve line holders shall give at least ninety-six (96) hours' notice to the

Company of their desire not to operate China Flying. Crewmembers must notify the Company of their intent to opt-out of China Flying consistent with the notice provisions herein via email with the subject of the email entitled "China opt-out" to the Atlas Crew Planning Department at hdgcrewplan@atlasair.com, with a copy to Local 2750 at scheduling@iap2750.org. To the extent Crewmembers subsequently desire to opt-in to China Flying, Crewmembers should follow the same notification process via email as described herein (with the subject of the email entitled "China opt-in").

3) Crewmembers who bid open time trips containing China Flying will not be eligible to subsequently opt out of that trip pursuant to this MOU.

4) A Crewmember who notifies the Company that he chooses to opt-out of China Flying as described in Provision 2 above, will not be required to operate China Flying.

5) The Company will not deadhead or otherwise use flights into China to reposition Crewmembers not directly involved in China Flying.

6) A Crewmember who opts out of China Flying will be subject to rescheduling by the Company or may be placed on R1 at the Company's election.

7) A Crewmember who participates in the Company's health, dental and/or vision insurance programs set forth in Section 27 of the CBA who suffers bodily harm or illness as a result of China Flying shall be covered by such insurance to the same extent as if he were flying into any other international destinations. The additional benefits applicable to Hostile Area Operations, as set forth in Section 33.E. of the CBA, shall apply to China Flying.

8) Medical

a. A Crewmember who is non-symptomatic with respect to COVID-19 but who is directed to get a medical evaluation/treatment/quarantine in the United States or elsewhere based on concerns related to exposure to the COVID-19 as a result of China Flying shall be placed in a Sick leave status for the duration of the evaluation/treatment/quarantine. The Crewmember shall be pay protected for trips or partial trips lost.

b. A Crewmember who is symptomatic with respect to COVID-10 shall call in sick. If the Crewmember is diagnosed with COVID-10 as a result of exposure resulting from China Flying, the Crewmember will be placed on a Sick leave status for the duration of the treatment.


9) Crewmembers operating into or out of China will be compensated in accordance with Section 33.D.1. of the CBA, relating to compensation for Hostile Area Operations.

10) Duration

This MOU shall commence as of the Effective Date set forth above. This MOU will remain in effect until the Company terminates this MOU, which it may do in its absolute discretion after providing at least three (3) business days' written notice to Local 2750 of the Company's intent to terminate the MOU.

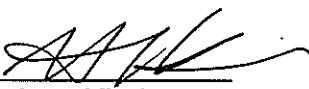
ACCEPTED AND AGREED BY:

Atlas Air, Inc.

By: 

Jeff Carlson
Sr. Vice President, Flight Operations

International Brotherhood of Teamsters, Local 2750

By: 

Robert Kirchner
Trustee