

## CORONAVIRUS MEMORANDUM OF UNDERSTANDING III

This Memorandum of Understanding (“MOU”) is made and entered into 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” or the “Union”). Atlas/Company and Local 2750/Union are referred to collectively herein as the “Parties.” The Effective Date of this MOU shall be October 1, 2021.

WHEREAS, Atlas and Local 2750 were parties to a collective bargaining agreement setting forth the rates of pay, rules, and working conditions for the Company’s Flight Deck Crew Members, dated as of September 8, 2011 (“CBA”);

WHEREAS, Atlas and Local 2750 are parties to a new Joint Collective Bargaining Agreement (“JCBA”) setting forth the rates of pay, rules, and working conditions for all of the Company’s Flight Deck Crew Members based on an interest arbitration award issued on September 10, 2021;

WHEREAS, the Parties previously entered into a series of COVID-19 related Memoranda of Understanding (including amendments) beginning on February 14, 2020, including but not limited to the Amended and Restated Memorandum of Understanding dated April 6, 2020, the COVID MOU II dated July 2, 2021, and the Amendment to COVID MOU II, dated August 20, 2021 (collectively the “COVID MOUs”), and all such COVID MOUs terminated, effective as of September 30, 2021;

WHEREAS, the Parties agree that the JCBA has certain provisions in Article 33 which apply to Crew Members to provide enhanced protection to the Crew Members in certain operations with respect to the ongoing COVID-19 pandemic;

WHEREAS, the Parties also have a joint interest in reestablishing certain elements of the prior COVID MOUs through a new Memorandum of Understanding as provided herein;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Parties agree as follows:

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

1. **COVERED AREAS:** The Parties agree that as provided herein, Atlas’s operations into a “Covered Area” as defined in this MOU shall be governed by Article 33.C. of the JCBA and that the terms of Article 33.C. (including the 175% premium pay in Article 33.C.3.) shall apply to such operations, regardless of whether a Covered Area otherwise would fall within the scope of Article 33.
  - a. Covered Areas for purposes of this MOU shall consist of mainland China, Macau, Hong Kong, Australia, Thailand, and India. The Parties may amend this list by mutual agreement between the Senior Vice President of Flight Operations (or his designee) and the President of the Union (or his designee).
  - b. The maximum landing limitations in Article 12.B.2. and the Article 33 scheduled and operational duty time limitations in Article 12.D.1.c. shall apply to duty periods that include a flight into or out of a Covered Area for as long as those locations remain Covered Areas under this MOU.

- c. When layovers resume in mainland China, Macau, India and/or Hong Kong, such location shall no longer be deemed a “Covered Area” for purposes of this MOU. At such time, the applicability of Article 33 to such location shall be governed by the CDC designation for that location. The Parties will meet and confer prior to resumption of regular layovers in a Covered Area to discuss the details of such resumption, including but not limited to entry requirements, quarantine conditions, and contingency plans.
- d. When the government authorities in either Australia and/or Thailand lift their current hotel quarantine restrictions with respect to fully vaccinated Company Crew Members, that area shall no longer be a “Covered Area” for purposes of this MOU (regardless of whether hotel quarantine restrictions continue for Company Crew Members who are not fully vaccinated). At that point the applicability of Article 33 to such area shall be governed by the CDC designation for that location.

2. CDC DESIGNATION CHANGES:

- a. The Parties acknowledge that as a result of the COVID-19 pandemic, the Center for Disease Control and Prevention (“CDC”) has added new COVID-specific levels to its traditional travel advisory levels. For purposes of determining whether a location is subject to Article 33, the CDC’s new designations of Level 4: COVID-19 Very High “Avoid Travel to these destinations,” and “Level Unknown: COVID-19 Unknown” shall have the same meaning as the traditional red “Level 3 Avoid non-essential travel” designation referenced in Article 33.A.5.
- b. When a location becomes subject to Article 33 as a result of a CDC change to its designation, there shall be a 72-hour grace period before the terms of Article 33 apply to such newly-designated locations, measured from the date the CDC publishes such designation to those locations. This grace period is to provide the Company with sufficient time to prepare for such operational changes.

3. MEDICAL:

- a. A Crew Member on a Trip Pairing, or in training, who is non-symptomatic with respect to COVID-19 but who is required either by a medical professional to obtain a medical evaluation or by a governmental entity to be quarantined, in the United States or elsewhere, based on potential exposure to COVID-19 shall be placed in a sick leave status if the duration of such evaluation or quarantine exceeds four (4) hours. A Crew Member who is not released from such evaluation or quarantine within four (4) hours following arrival of the Crew Member's Company or commercial flight shall be compensated at four (4) hours of pay.

The Crew Member shall not lose Calculated Rig Time (“CRT”) as a result of such sick leave. A Crew Member who is unable to return to his Base within his scheduled Work Days due to such evaluation or quarantine shall be compensated in accordance with Article 3.C.3 of the JCBA, as applicable. The Crew Member’s sick bank will not be charged for use of sick leave during this period.

- b. A Crew Member who is symptomatic with respect to COVID-19 or has been diagnosed with COVID-19 shall call in sick. To the extent a Crew Member is symptomatic and has not been diagnosed with COVID-19, such Crew Member must promptly seek to be tested

for COVID-19, and promptly provide the Company with the results of that test. Crew Members who test positive for COVID-19 shall be administered as follows:

- i. A Crew Member who has not performed Work for the Company that involved direct contact with other Company employees within the previous ten (10) calendar days prior to testing positive for COVID-19 will be placed on sick leave. In such cases, the Crew Member shall be covered by the applicable provisions found in Article 13, Article 14, and Article 27 of the JCBA.
    - ii. A Crew Member who has performed Work for the Company that involved direct contact with other Company employees within the ten (10) calendar days prior to testing positive for COVID-19 will be placed on sick leave status for the duration of the treatment. In such cases while the Crew Member holds an awarded schedule he shall be compensated via his applicable Bid Line Guarantee or in accordance with paragraph 3.a., above, if a Bid Line Guarantee is not applicable. A Crew Member who is unable to return to duty until after his then awarded Bid Line is completed shall thereafter receive his applicable Minimum Monthly Guarantee in accordance with Article 33.C.4.a. and any other benefits that may be applicable to a Crew Member that suffers an illness as a direct result of Article 33 operations. A Crew Member covered by this subparagraph shall not be charged sick leave for the duration of his absence directly related to his COVID-19 diagnosis.
  - c. A Crew Member who, upon return to his Base at the conclusion of a Trip Pairing, has been contact traced by the Company or government official to the Company's satisfaction, and is required by the Company or government official to quarantine, shall be entitled to a Company paid hotel room until released from quarantine. The Crew Member's Trip Pairing will be extended for pay purposes until released from quarantine.
4. DEADHEADING UNTIL SOC: Until the FAA issues a single operating certificate for Atlas and Southern Air, Inc., anticipated to occur on November 17, 2021, when the Company is unable to Deadhead Crew Members on their respective former Company aircraft (e.g. 747 pilots on 767 or 747; 777 pilots on 777 or 737 aircraft) or by commercial deadhead, or upon Crew Member request, Articles 6.A.7.c. and 8.A.2 of the JCBA regarding Company aircraft shall also include any aircraft operated by the Company (e.g. 747 pilots can deadhead on 777 aircraft).
5. VACCINATION:
- a. To the extent that a Crew Member has been fully vaccinated for COVID-19, he shall be required to carry appropriate proof of his vaccination card (as issued by the CDC or foreign equivalent for Crew Members residing outside the United States ("Vaccination Card") while traveling on Company business.
  - b. To the extent not otherwise covered by insurance or government programs, a Crew Member may charge the cost of any required COVID-19 vaccination obtained to the Company credit card.
  - c. Any Crew Member in Active Service (as defined in the JCBA) who (i) is employed as of the Effective Date of this MOU, (ii) is not fully vaccinated for COVID-19, but

becomes fully vaccinated, and (iii) submits a Vaccination Card to the Company via the Pilot Vaccination Portal no later than November 25, 2021, shall be paid five (5) hours of the Crew Member's regularly hourly pay rate in effect as of August 31, 2021.

- d. Any Crew Member who (i) is in Active Service and hired by the Company after the Effective Date of this MOU, (ii) either is fully vaccinated as of the date of hire or becomes fully vaccinated, and (iii) and submits a Vaccination Card to the Company via the Pilot Vaccination Portal no later than November 25, 2021, shall be paid five (5) hours of the Crew Member's regularly hourly pay rate in effect for Crew Members in their first year of longevity as of the date the Crew Member was hired.
- e. Once a Crew Member provides his vaccination status and supporting Vaccination Card to the Company as described above, the Company shall issue payment to the Crew Member for vaccination as soon as reasonably practicable pursuant to the Company's regular payroll practices. The Company shall provide a list of planned payouts on a monthly basis to the Union.
- f. Any Crew Member who has been fully vaccinated at the time this MOU terminates, but who has not yet provided his Vaccination Card to the Company at that time, will be eligible for compensation as described above, as long as the Crew Member complies with the timing and other terms described herein, including the November 25, 2021 deadline to submit such verification.
- g. Any Crew Member who has been granted an exemption from being fully vaccinated and subsequently becomes fully vaccinated upon expiration of that exemption shall be eligible for compensation as described above, regardless of the deadlines set forth in this paragraph 5.

#### 6. QUARANTINE & RESTRICTIONS:

When a Crew Member has a layover outside of the United States in a location not otherwise covered by the terms of Article 33 or this MOU, and local health and/or other government restrictions at that location require that all Crew Members, regardless of their vaccination status, be strictly confined to only their hotel rooms (e.g. no access to hotel restaurants or any other public spaces/common areas in the hotel), such Crew Member shall be eligible for 175% premium pay pursuant to Article 33.C.3. Once those restrictions are lifted such that the fully vaccinated Crew Members may leave their hotel room and utilize other parts of the hotel/hotel premises, then the eligibility for premium pay pursuant to this paragraph ceases for all Crew Members. Crew Members who are confined to their hotel rooms because they are not fully vaccinated shall not be entitled to premium pay pursuant to this paragraph.

#### 7. OPERATIONS INTO RESTRICTED COUNTRIES:

- a. Crew Members operating to a visa-restricted country (e.g., India) may be required to transit into such countries without a visa provided that the Company has made accommodations to ensure safe transit, regardless of any written agreements or understandings between the Parties providing otherwise.
- b. A Crew Member shall not be permitted to bid any line that includes flying into a location that requires that pilots be fully vaccinated if the Crew Member is not fully

vaccinated by the opening of the bid.

8. ACCOMMODATIONS:

- a. The Company may utilize single occupancy military base housing if necessary due to the unavailability of hotel rooms or a quarantine order in effect at a military base. The Company will notify and collaborate with the Union Hotel Committee, and will consider the Committee's input, when the Company intends to use military base housing. If the Union Hotel Committee disagrees with the Company's decision to use military base housing in a specific circumstance, the issue shall be discussed between the Company's Senior Vice President of Flight Operations (or his designee) and the President of the Union (or his designee).
- b. While the Company will comply with Article 5.D.5.a. of the JCBA, the Company reserves its rights under Article 5.D.5.a to place Crew Members away from downtown properties if local authorities dictate the use of properties at or near the airport for COVID-19 reasons. This paragraph shall have no effect on the Company's rights with respect to the application of Article 5.D.5.a. in any other context.

9. COLLABORATION: The Company agrees to continue to collaborate with Local 2750 in an effort to improve the hotel and transportation options for Crew Members to further mitigate the risk of exposure to COVID-19. In addition, the Company continues to focus on obtaining and providing gloves, masks, wipes and hand sanitizers for Crew Members on aircraft, to the extent available.

10. DURATION: This MOU will remain in effect until the Company terminates this MOU, which it may do in its sole discretion upon providing at least two (2) days written notice to Local 2750. Upon the Company's termination notice, this MOU will remain in effect until the end of that Bid Month.

ACCEPTED AND AGREED BY:

**Atlas Air, Inc.**

By:   
Jeff Carlson  
Sr. Vice President, Flight Operations

**International Brotherhood of Teamsters,  
Local 2750**

By:   
Yngve Paulsen  
President, Local 2750

By:   
Justin Wargo  
Recording Secretary, Local 2750