

SECTION 31

EFFECT ON PRIOR AGREEMENTS, EFFECTIVE DATE AND DURATION

A. Effect on Prior Agreements

This Agreement is the full and complete agreement between the parties concerning rates of pay, rules and working conditions of the pilots. Except as set forth in Section 31.A.1. and 2., this Agreement supersedes and renders null and void the Flight Crewmembers' Handbook and all agreements with respect to rates of pay, rules, or working conditions, entered into prior to the execution of this Agreement between the Company and the Association, or between the Company and any individual in the craft or class which the Association represents.

1. The following Letters of Agreement (LOA) ~~or~~ Memoranda of Understanding (MOU) or Ongoing Implementation Measures (OIM) entered into by the parties during the term(s) of the parties' predecessor agreement(s) remain in effect subject to the terms found therein, as part of this Agreement:
 - a. COVID-19 Vaccination & Medical Measures MOU (2022)
 - b. HKG Base Closure MOU (2022)
 - c. Maintenance Data Program MOU (2021)
 - d. ASAP and FOQA Data Sharing MOU (2020)
 - e. ~~a.~~ Aviation Safety Action Program for Flight Deck Crewmembers (ASAP) MOU (2014/2022) with ASAP MOU Letter dated August 28, 2020.
 - f. Covid-19 Mitigating Travel Measures MOU (2020)
 - g. "Section 24 OIM" (2019) (Sections 24.H., 11.R., and FDA LOA Paragraph X OIM)
 - h. "FDA One Year Hiatus" OIM (2019) (FDA LOA Paragraph X. Ongoing Implementation Measures Paragraph N.3.)
 - i. "B767 OIM" (2019) (B767 LOA and the "Splitting" of Bid Packs OIM)
 - j. TAD and TSUP Trips OIM (2019)
 - k. Potential Qualification/Currency Lapses OIM (2018)
 - l. FDA Early Exit Option - Transition Footprint OIM (Paragraph D.2.c.i.) (2018)
 - m. Parking at the FDA Base Airports and Section 5.F. OIM (2016)
 - n. FDA Kindergeld and Educational Expenses OIM (Paragraph G.1.) (2016)
 - o. Ground Transportation in the EUR FDA OIM (2016)
 - p. Hotel Inspection Compensation Protocol MOU (2016)
 - q. "FDA Annual Home Visits" OIM (2016) (Transition and Implementation of Paragraph C.2.f.ii.)
 - r. Application of the Bid Period Override OIM (Sections 9.E.2.a., 11.M.17.h.i., and 11.N.25.e.) (2016)
 - s. ~~b.~~ Introduction of B767F Aircraft LOA (2013)
 - t. ~~c.~~ Flight Operational Quality Assurance Program (FOQA) LOA (2011)
 - u. ~~d.~~ Iraq and Afghanistan Flying LOA (2011)
 - v. ~~e.~~ Collection of Human Performance/Alertness Data MOU (2011)

- w. ~~f.~~ Line Operations Safety Audit (LOSA) MOU (2010)
- x. ~~g.~~ Special Provisions Related to Anchorage Domicile Moves for Pilots LOA (2006)
- y. ~~h.~~ Civil Reserve Air Fleet LOA (2003)
- z. ~~i.~~ Professional Standards LOA (2000)
- aa. ~~j.~~ Safety LOA (2000)
- bb. ~~k.~~ Maximum Open Time LOA (1999)
- cc. ~~l.~~ Anchorage and Subic Return Moves LOA (1999)

2. An interpretation of a term of the parties' predecessor collective bargaining agreement (including the Letters of Agreement and Memoranda of Understanding listed in Section 31.A.1. above) remains in effect as part of this Agreement (subject to the durational terms, if any, of the document(s) memorializing such interpretation(s)) if (i) such term is not materially changed in this Agreement and (ii):
 - a. The interpretation was set forth in, and was necessary to the holding of, a grievance award; or
 - b. A mutually agreed interpretation was set forth in a written grievance settlement to which the Company and Association are parties; or
 - c. A mutually agreed interpretation was set forth in a written agreement to which the Company and the Association are parties.

B. Subsequent Agreements

An agreement between the Company and Association entered into after execution of this Agreement affecting rates of pay, rules, or working conditions of a pilot will be effective only if in writing and signed by authorized representatives of the Company and the Association.

C. Effective Date and Duration

1. Except as expressly provided below or elsewhere in this Agreement or in the Implementation and Transition Letter of Agreement, this Agreement shall become effective on ~~November 2~~ July 31, 2015 ~~2023~~ (the first day of the ~~November 2015~~ August 2023 bid period), and shall continue in full force and effect through the last day of the ~~October 2021~~ January 2028 bid period and shall renew itself without change through the end of each ~~October~~ January bid period thereafter, unless written notice of intended change is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party hereto at least 30 days but not more than ~~180~~ 150 days prior to the last day of the ~~October 2021~~ January 2028 bid period or the last day of the ~~October~~ January bid period in any year thereafter.

2. Notwithstanding the duration clause set forth in Section 31.C.1. above, ~~either party~~the Company may, ~~at its election~~, exercise early reopening of this Agreement if, during the term of this Agreement, the Company becomes subject to ~~Federal Aviation Administration (FAA)~~14 CFR Part 117 flight and duty time regulations (in whole or in part), or similar flight and duty time regulations ~~that, which~~ have a material, adverse impact on the Company's costs. Any disputes regarding the interpretation or application of this provision shall be subject to the expedited grievance and arbitration procedures provided in Section 1.E.
 - a. In order for the Company to reopen the Agreement early pursuant to Section 31.C.2., the Company must deliver written notice of early reopening to the Association's MEC Chairman. Following the delivery of the Company's written notice of early reopening, the Association may exercise its own early reopening of this Agreement. In order for the Association to reopen the Agreement ~~early pursuant to Section 31.C.2.~~, the Association must deliver written notice of early reopening to the Vice President, Labor Relations. ~~In no event, however, shall either party deliver a written notice of early reopening pursuant to~~ within 90 days of the first meeting described in Section 31.C.2.c.a. ~~to the other party during the October or November bid periods.~~
 - b. If ~~either party~~the Company elects to exercise early reopening of this Agreement pursuant to Section 31.C.2., the Agreement shall become amendable on the 180th day following the delivery of ~~a party's~~ written notice of early reopening to the ~~other party~~Association.
 - c. The parties shall initiate negotiations required by Section 6, Title I of the Railway Labor Act, as amended, within 30 days of the delivery of a notice of early reopening in accordance with Section 31.C.2.a.