



LETTER OF AGREEMENT 4
between
EXPRESSJET AIRLINES LLC
and the
AIRLINE PILOTS
in the service of
EXPRESSJET AIRLINES
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

Re: COVID-19

THIS LETTER OF AGREEMENT made and entered into in accordance with the provisions of the Railway Labor Act, as amended, is by and between EXPRESSJET AIRLINES LLC. (hereinafter referred to as “the Company”) and the airline pilots in the service of EXPRESSJET AIRLINES LLC. as represented by the Air Line Pilots Association, International (hereinafter referred to as “ALPA” or “the Association”).

WITNESSETH:

WHEREAS, the Company and Association are parties to a Collective Bargaining Agreement (“CBA”) setting forth the rates of pay, rules, and working conditions for the pilots; and

WHEREAS, the parties wish to provide a procedure to protect the health, safety, and security of Pilots who may be affected by Coronavirus (“COVID-19”); and

NOW THEREFORE, the parties agree to the following:

A. Personal Leave for High Risk Individuals

1. A Pilot who is a High-Risk Individual shall be granted an unpaid Personal Leave, if requested. The Pilot may purchase healthcare at active Pilot rates until the last day of the month in which the leave begins. After that date, a Pilot on leave is eligible to purchase insurance at COBRA rates. A High-Risk Individual is defined by the CDC and the definition is subject to change as the epidemic continues; however, the parties acknowledge that the present

definition includes, but is not limited to, individuals with underlying conditions such as cardiovascular disease, chronic respiratory disease and/or cancer. Persons older than age 60 are also included. The Personal Leave will be granted for thirty (30) days and will be renewable by mutual agreement of the parties for 30 days at a time until such time that the federal government no longer considers COVID-19 to be a public health emergency in the United States.

B. Pay Protection, Sick Leave Restored

1. If a Pilot is either (a) recommended to be quarantined by MedAire, the Company, a recognized Government authority or a Qualified Health Professional (QHP) as defined by the American Medical Association¹ and removed from flying for that reason, or (b) calls in sick and subsequently tests positive for COVID-19, the Pilot's trips and/or training will be pay protected and any sick leave used during these 14 calendar days will be restored. After 14 calendar days, the Company will have no obligation to reimburse the pilot's sick bank for additional hours used beyond that timeframe and the pilot will request an appropriate leave (i.e.: Medical or FMLA) per the CBA.

C. During Trip

1. If the situation described in paragraph B.1., above, occurs while a Pilot is on Duty or commuting in to work a scheduled trip, training event, or reserve period, then
 - a) The Company will provide the Pilot a hotel room in the city of quarantine until either the Government entity lifts the quarantine requirement or the QHP notifies the Pilot that he or she is non-contagious and does not test positive for COVID-19.

¹ In 2013, the American Medical Association (AMA) established a definition for a qualified healthcare professional (QHP), in terms of which providers may report medical services: "A 'physician or other qualified health care professional' is an individual who is qualified by education, training, licensure/regulation (when applicable) and facility privileging (when applicable) who performs a professional service within his/her scope of practice and independently reports that professional service."

- b) The Company is not required to relocate the Pilot to the long overnight hotel due to the increased duration of stay caused by the quarantine.
- c) The Pilot may request MedAire be used to coordinate the Pilot's care.
- d) If requested by the Pilot, the Company will make a good faith effort to notify the ALPA Master Executive Council ("MEC") Officers within 60 minutes of learning of the pilot's quarantine or positive test for COVID-19 and, will also notify the person listed as his or her emergency contact.
- e) If requested, the Company will provide assistance in ensuring the Pilot has access to food.
- f) The Company will provide appropriate transportation for the Pilot to the Pilot's Domicile or the closest major airport near the Pilot's Home of Record.

D. Domestic Shutdown

1. Definition: A "Domestic Shutdown" is a partial and/or complete shutdown of the airspace covering the United States of America.
2. Should a Domestic Shutdown of the United States airspace go into effect, any Pilot coming off duty will be provided ground transportation back to their Domicile or Home of Record (pilot's option) IAW Section 6.B of the CBA.
3. If the United States government allows airlines to operate ferry flights during a Domestic Shutdown, the Pilot may deadhead on or may agree to operate a ferry aircraft back to their Domicile provided all the necessary precautions are taken to ensure no further spread of virus.

E. General

1. A Pilot must have been on Company assigned duty (trip, training, etc) after March 1, 2020 and within 14 days of a paragraph B.1 event in order to qualify for the benefits under paragraph B.1 of this Agreement.

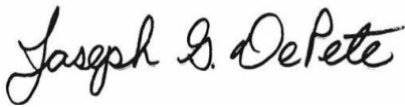
2. The Company may require written verification of the COVID-19 diagnosis or the quarantine recommendation.
3. The Pilot will notify the Company as soon as possible, but in no case greater than 24 hours from learning from a QHP, that the Pilot is non-contagious and no longer tests positive for COVID-19.
4. The Pilot must provide a note from the QHP confirming that the Pilot is not contagious and no longer tests positive for COVID-19 prior to returning to work, and the Pilot will be returned to active status.

This LETTER OF AGREEMENT is valid for 90 days from the date hereof. After 90 days, this Agreement will be renewable by mutual agreement of the parties for 45 days at a time.

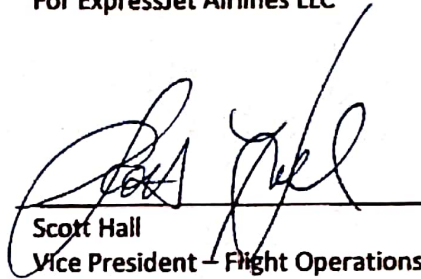
IN WITNESS WHEREOF, the parties have signed this LETTER OF AGREEMENT on the 30 day of March 2020.

For Air Line Pilots Association, Int'l

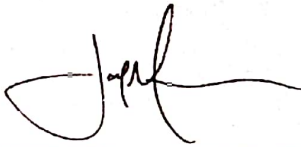
For ExpressJet Airlines LLC



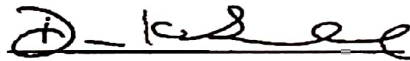
Captain Joseph G. DePete
President



Scott Hall
Vice President - Flight Operations



Captain Joe Mauro
XJT MEC Chairman



Darrin Greubel
Director - Flight Operations



Captain Ivan Harris
XJT Negotiating Committee Chairman