

# AIR AMERICA

INC.

Saigon, Vietnam

Date: 22 January 1973

Ref.: 06577/094

Dear Captain J.C. McRainey:

The Far East Pilots' Association, this date, gave notice to Air America, Inc. that effective the 23rd day of January 1973 at 2400L hours the Association is calling for a "stand down" of the pilots who perform flying services for Air America.

The Company regrets that the Association took the above action and desires to take this opportunity to inform you that should you desire to continue flying after the effective time of the "stand down" notice, we welcome you and will have employment for you, the general details of which are contained in the attached circular.

In the event you will not report for duty by 0800 on the day a strike becomes effective and on subsequent days, you are hereby given notice that you are terminated as an employee of Air America, Inc. and can no longer be sponsored in your host country as such. All pay will cease with the honoring of the "stand down" notice and fringe benefits will cease as of the aforementioned time and your host Government will be notified, at that time, of your lack of sponsorship.

Should you be unable to report for duty due to illness/physical disability, you must, in accordance with the Company Personnel Manual, submit yourself, prior to the time stated above for reporting for flight duty, to the Air America, Inc. clinic Saigon for complete examination and Medical Department determination as to your fitness to perform flight duties. Failure to follow this procedure will be interpreted to be a support of industrial action.

We deeply regret that the Company has been placed in the position whereby it is necessary to exercise such strong measures but we have been left with no alternative.

We wish to emphasize that we regard you personally with the highest esteem and suggest that you consider your personal actions in this matter very seriously. Your job is still here if you want it. Please acknowledge receipt of this Communication in the space provided below and return one signed copy to the Company representative delivering this notification.

Receipt Acknowledged:

Sincerely yours,

Signature: \_\_\_\_\_

Date : \_\_\_\_\_

  
R. Barnhisel  
Base Manager - Saigon  
For Director of Personnel

ATTACHMENT: (TERMS AND CONDITIONS OF CONTINUED EMPLOYMENT)

1. PAY: CAPTAIN: 25.75 PER BLOCK HOUR  
FIRST OFFICER: 16.10 PER BLOCK HOUR

AREA PAY PER BLOCK HOUR FOR AIRCRAFT BASED AT:

UDORN: H-500	3.61	VIENTIANE: PC-6	3.34	SAIGON: 204B	3.07
S-58T	3.61	DHC-6	2.98	PC-6	2.98
UH-34	3.61	C7A	2.98	DHC-4	2.80
204B/205	3.61	C-123	2.89	VTB	2.80
CH-47	3.34	C-46	2.80	C-47	2.44
VTB	3.16	VTB	2.35	C-46	2.44
C-130	2.89	U-4	2.35		

HOSTILITIES PAY PER BLOCK HOUR FOR AIRCRAFT BASED AT:

UDORN: H-500	11.41	VIENTIANE: PC-6	10.33	SAIGON: 204B	9.24
S-58T	11.41	DHC-6	10.33	PC-6	8.88
UH-34	11.41	C7A	8.88	DHC-4	8.15
204B/205	11.41	C-123	8.51	VTB	8.15
CH-47-C	11.41	C-46	8.15	C-47	6.70
<b>VTB</b>	<b>9.60</b>	<b>VTB</b>	<b>6.34</b>	<b>C-46</b>	<b>6.70</b>
C-130	8.51	U-4	6.34		

LONGEVITY PAY:

	CAPTAIN	FIRST OFFICER
SECOND YEAR	DUS .86	DUS .54
THIRD YEAR	1.72	1.08
FOURTH YEAR	2.58	1.62
FIFTH YEAR	3.44	2.16
SIXTH YEAR	4.30	2.70
SEVENTH YEAR	5.16	3.24
EIGHTH YEAR	6.02	3.78
NINTH YEAR	6.88	4.32
TENTH YEAR	7.74	4.86
ELEVENTH YEAR	8.60	5.40
TWELFTH YEAR	9.46	5.94
THIRTEENTH YEAR	10.32	6.48
FOURTEENTH YEAR AND THEREAFTER	11.18	7.02

MINIMUM GUARANTEE TO CONTINUE AT SEVENTY HOURS. TRIP HOUR PAY AND DEADHEAD PAY COMPUTED AS UNDER THE NOW INVALID MARCH 12, 1970 CONTRACT.

2. TRAINING: AS EXISTED UNDER THE NOW INVALID MARCH 12, 1970 CONTRACT.

3. HOURS OF SERVICE AND SCHEDULING: AS PROPOSED BY THE COMPANY, WITH SOME EXCEPTIONS.
4. ANNUAL VACATION/TRAVEL: SAME AS NOW INVALID MARCH 12, 1970 CONTRACT AND PRESENT PRACTICE.
5. LEAVES OF ABSENCE: SAME AS NOW INVALID MARCH 12, 1970 CONTRACT.
6. LEAVES: SAME AS NOW INVALID MARCH 12, 1970 CONTRACT.
7. SENIORITY: SAME AS IN NOW INVALID MARCH 12, 1970 AGREEMENT WITH ADDITIONAL QUALIFICATIONS WHICH WILL BE STIPULATED BY THE COMPANY FOR BIDDING, UPGRADING AND DISPLACE AND WHICH WILL PROMULGATED ON AN AD HOC BASIS IN EACH REQUIRED INSTANCE.
8. BIDDING AND UPGRADING: SAME AS NOW INVALID MARCH 12, 1970 AGREEMENT WITH ADDED PROVISION FOR QUALIFICATIONS AS SPECIFIED IN ITEM 7 ABOVE.
9. DISPLACE AND FURLOUGH: SAME AS NOW INVALID MARCH 12, 1970 AGREEMENT WITH ITEM 7 QUALIFICATIONS ADDED AND A RESTRICTED DISPLACE PROVISION WHICH WOULD PROTECT RANK OF PILOT AND PROVIDE FOR FURLOUGH OF MOST JUNIOR PILOT ONLY.
10. NEW GRIEVANCE PROCEDURE TO BE DRAWN TO ACCOMMODATE THE INDIVIDUAL RATHER THAN ASSOCIATION.
11. PHYSICAL EXAMINATIONS: SAME AS THE NOW INVALID MARCH 12, 1970 AGREEMENT.
12. INSURANCE AND RETIREMENT:  
INSURANCE: A. CAPTAIN: 50,000.00  
FIRST OFFICER 42,000.00  
  
(WITH UNDERSTANDING THAT THE EXTRA HAZARDOUS DEATH BENEFIT IN PERSONNEL MANUAL WILL BE ABOLISHED)  
  
MEDICAL INSURANCE: A. COMPANY WILL PAY DEPENDENT, AS WELL AS PREMIUM.  
B. COVERAGE WILL EXTEND TO 25,000.00  
(NOW 10,000)  
  
RETIREMENT: COMPANY WILL REVIEW PRESENT PLAN ON OR ABOUT MAY 1, 1973.
13. DEPENDENTS EDUCATIONAL ALLOWANCE: COMPANY WILL PAY A MAXIMUM OF DUS 2000 PER YEAR PER EMPLOYEE.
14. BENEFITS FOR DEATH, CAPTURE, INJURY AND INTERNMENT: SAME AS INVALID MARCH 12, 1970 AGREEMENT WITH A FORMAL FULL PAY PERIOD FOR LINE OF DUTY INJURY.

15. SEPARATION: SAME AS INVALID MARCH 12, 1970 AGREEMENT, EXCEPT THAT, TO RECEIVE BENEFITS PILOT MUST GIVE COMPANY EQUAL NOTICE.
16. SPECIAL PROJECTS/ASSIGNMENTS WILL BE OUT FROM UNDER SENIORITY PROVISIONS AND ANY OTHER PROVISION NECESSARY. NATIONALITY REMAINS A QUALIFICATION IN ANY AREA NECESSARY.

ALL OF ABOVE IS NECESSARILY BRIEF BUT THE COMPANY HAS TRIED TO OUTLINE THE MAJOR AREAS OF YOUR CONCERN. OTHER PROVISIONS AS NECESSARY AND THE DETAILS WILL BE WORKED OUT AFTER THE PRESENT SITUATION HAS STABILIZED.