

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., (below), 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 or Memoranda of Understanding entered into by the parties during the term(s) of the parties' predecessor agreement(s) remain in effect as part of this Agreement:
 - a. Line Operations Safety Audit (LOSA) (2010)
 - b. Additional Fund Options Relative To The Federal Express Corporation Pilots' Money Purchase Pension Plan And The Federal Express Corporation Pilots' Retirement Savings Plan (2008)
 - c. Special Provisions Related to Anchorage Domicile Moves for Pilots (2006)
 - d. Civil Reserve Air Fleet LOA (2003)
 - e. Pilots Defined Contribution Plan Changes (2003)
 - f. Professional Standards Letter of Agreement (2000)
 - g. Letter of Agreement on Safety (2000)
 - h. Maximum Open Time (1999)
 - i. Certain Retirement Provisions (1999)
 - j. Anchorage and Subic Return Moves (1999)
2. An interpretation of a term of the parties' predecessor collective bargaining agreement 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. Effect on Prior Negotiations

Upon the effective date of this Agreement, all outstanding notices of reopening exchanged between the parties pursuant to Section 6, Title I of the Railway Labor Act, as amended, are fully resolved. This resolution of outstanding Section 6 notices of reopening shall be without prejudice to either party serving future Section 6 notices of reopening on the same or similar topics, pursuant to the schedule set forth in Section 31.D. of this Agreement (below), and without prejudice to voluntary discussions between the parties outside of the procedures of Section 6, Title I of the Railway Labor Act, as amended, during the term of this Agreement with respect to topics raised in the parties' prior notices of reopening.

C. 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.

D. Effective Date and Duration

1. Except as expressly provided below or elsewhere in this Agreement, this Agreement shall become effective on February 28, 2011, and shall continue in full force and effect through the last day of the February 2013 bid period and shall renew itself without change through the end of each February 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 60 days prior to last day of the February 2013 bid period or the last day of the February bid period in any year thereafter.
2. Notwithstanding the duration clause set forth immediately above, the Association may, at its election, exercise early reopening of this Agreement so that it becomes amendable on the first day of the March 2012 bid period. If the Association exercises this option, Section 3.C.2. of the Agreement shall become null and void. In order to reopen the Agreement early, the Association must deliver written notice of early reopening to the Vice President, Labor Relations no later than 5:00 pm (CST) on Tuesday, January 24, 2012. The parties shall initiate negotiations required by Section 6, Title I of the Railway Labor Act, as amended, within 40 days of the Company's receipt of such notice of early reopening from the Association, but in no event shall such negotiations begin prior to February 1, 2012.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 28th day of February, 2011.

FOR THE COMPANY

FOR THE ASSOCIATION

John D. Maxwell
Vice President, Labor Relations

Captain Donald L. Moak
President

Captain James L. Bowman
Vice President, Flight Operations

Captain Scott Stratton
Chairman, FedEx MEC

WITNESS:

WITNESS:

Captain William W. McDonald
Managing Director, Flight Operations
Contract Administration

Captain John S. Gustafson
Chairman
MEC Negotiating Committee

William J. Hauser
Managing Director, Crew Resource
Planning and Scheduling

Captain Michael D. Williams
MEC Negotiating Committee

A. Alexander Antonian
Sr. Labor Relations Advisor

Captain Terry R. Irgens Jr.
MEC Negotiating Committee