

## SECTION 26

### GENERAL

#### A. Aircraft Data Collection Systems

##### 1. Definitions

- a. Flight Data Recorder means any device, equipment or system maintained on board an aircraft that transmits and/or records and/or collects inflight data on the subjects of pilot, aircraft component or aircraft performance.
- b. Cockpit Voice Recorder means any device, equipment or system maintained on board an aircraft that monitors or records a pilot's voice while he is on the aircraft.
- c. Inflight data includes, but is not limited to, all aircraft facts and quantitative details recorded and associated with the aircraft's operation in an alleged incident/event. For purposes of this definition Flight Safety reports are considered inflight data.

2. Information obtained from a flight data recorder or cockpit voice recorder or any other device as described in Section 26.A.5., shall not serve as a basis for discipline or discharge of a pilot. Proficiency or line checks conducted pursuant to any Safety investigation are not considered disciplinary action.
3. Information obtained from a flight data recorder or cockpit voice recorder or any other device as described in Section 26.A.5., shall not be disclosed or released by the Company to a third party except that the Company must release the flight data recorder, voice recorder data or other inflight collection devices to the National Safety Board or, where applicable, to other foreign or domestic governmental accident or criminal investigation agencies for accident/incident investigation purposes.
4. Information obtained from a flight data recorder or a cockpit voice recorder shall not be audited to evaluate or monitor the judgment or performance of an individual pilot or crew. That information, however, may be used for the purpose of evaluating or improving the Company's training program. In the event that information from a flight data recorder is used in a Company training program, the names of the flight deck crew shall not be disclosed. Cockpit voice recordings may also be used in training but the voices of the flight deck crews shall not be used or reproduced in any manner. Transcripts may be made and recorded by personnel to reproduce the recording on tape or other multi media device. Actual voices of the pilots involved shall never be used.
5. Federal Express Corporation shall only release data from an aircraft data recording and/or data transmitting device, to an individual or entity outside of the Company if required by law, or where the Company desires to disclose de-identified data or analysis of such data to a third party solely for the purpose of evaluating aircraft engine or component performance, weather data, or other operational analysis. Information released to a third party shall be de-identified to the maximum extent possible. The Association will be briefed prior to the exchange being made.
6. Should the Company decide to install a new type of instrument or device not previously utilized on Company aircraft which is capable of collecting and/or reporting flight performance data of an aircraft, the Company shall consult with and receive input from the Association prior to installation. The consultation process between the Company and the Association is intended to be a meaningful, constructive, two-way process in which the parties address the suitability of the proposed installation and any issues of pilot concern. This process will occur before a decision is made to install the new device. It is the intent of this paragraph to require only one notification when an installation of such equipment is to be installed on more than one aircraft of a type. It is neither the intent nor the purpose of this paragraph to require notification for purposes of normal or emergency maintenance or flight test work on aircraft.
7. Flight Safety Reports will be sent only to the Flight Safety Department and the contents will only be used by the Flight Safety Department to conduct their investigation. The contents will not be shared with Flight Management or the Federal Aviation Administration (FAA) and will not be used for disciplinary purposes.
8. [Reserved]

9. In the event a FedEx aircraft is involved in an accident/incident/event, the pilots who comprise the Association's accident investigators (who have been designated and listed with Jumpseat Administration) will be authorized Business Emergency for jumpseating on a FedEx aircraft in response to the accident/incident/event.
10. Pilots involved in an accident/incident/event will be removed from trips with pay during the investigation, if any. Pilots will be paid training pay as appropriate for the time spent during days off cooperating with any investigation or completing any assigned retraining.

**B. Appearance, Uniforms and Accessories**

1. The Company may establish and maintain reasonable standards concerning personal grooming and appearance and the wearing of uniforms and accessories. Pilots shall wear the uniform authorized by the Company.
2. A pilot shall wear his Company identification card so as to be visible on his outer most clothing at all times while on Company property.
3. The cost of the original uniform shall be borne by the Company for all pilots hired on or after May 31, 1999. This allowance shall be \$300. The Company shall reimburse a pilot up to \$150 per year for replacement of approved uniform items, provided the pilot submits original receipts for items purchased, which shall, to the extent possible, specify the items for which reimbursement is requested. Those receipts shall be submitted within 90 days after the date of purchase.
4. The recommendations of the Association shall be considered by the Company before making any change in the style, color or material of uniforms. The cost of any Company prescribed change in uniform shall be borne by the Company.
5. The Company shall provide free of charge any insignia prescribed as part of the pilot uniform. The insignia shall remain the property of the Company. A pilot shall bear the cost of replacing the insignia if lost.
6. Unless authorized by the Company, no insignia or non-uniform articles or accessories, other than Company service pins, Association pins, and professional aviation related insignia, shall be worn on the Company uniform. "Professional aviation related insignia" is intended to allow accessories like a DC-10 pin, or an F-16 pin, not an embroidered patch on the leather jacket.

**C. Applicable Laws and Government Regulations**

It is understood and agreed that the provisions of this Agreement are subject to all applicable laws and governmental regulations now or hereafter in effect and all lawful rulings and orders of all regulatory agencies now or hereafter having jurisdiction. If any provision of this Agreement is determined to be invalid or contrary to law, the parties shall consult concerning the effect of that law on this Agreement.

**D. Bulletin Boards and Mailboxes**

The Company shall provide ALPA with an enclosed bulletin board in Memphis, Anchorage, Indianapolis, Oakland, Los Angeles, Alliance, Newark and in the operations area of any FDA. Material that is defamatory, or that attacks individuals, groups, or the Company shall not be posted. The Company shall provide the Association with a locked mailbox in each domicile for the purposes of receiving communications from pilots.

**E. Discrimination**

Except as otherwise mandated or excused by applicable law, the provisions of this Agreement shall apply to all employees covered by it without regard to race, religion, national origin, age, sex or disability.

**F. Equipment Damage/Usage**

1. A pilot shall not be fined or required to pay for any damage to any Company equipment unless the damage is caused by the pilot's intentional misconduct.
2. A pilot shall not be required to pay for any Company required training or for the use of any required training equipment or facilities.

**G. Fitness for Duty**

All pilots shall report for duty in proper mental and physical condition.

#### H. Gender

Whenever the term "pilot," "employee," "crew member" or a gender specific adjective or pronoun is used in this Agreement, the reference applies equally to both the masculine and feminine genders.

#### I. Interline and Other Employee Services and Discounts

1. Consistent with the Company's interline agreements with other carriers, if any, all pilots covered under this Agreement and applicable family members and dependents shall be entitled to the same reduced fare privileges generally afforded or available to full-time Company employees and their families.
2. Pilots shall be provided discounts and be eligible to participate in programs (e.g., ESPP, tuition refund, MedQuest, LifeWorks, Smoking Cessation), to receive Company service awards and to maintain membership in the FedEx Credit Association, so long as these discounts, programs and awards are maintained and continue generally for all full time Company employees and/or their families. This paragraph does not apply to programs within the scope of this Agreement.

#### J. Jumpseats

1. To the extent permitted by law or regulation, pilots shall be given access to Company jumpseats on terms no less favorable than those provided in the Company jumpseat policy effective January 25, 1998, and included in the PBB. Procedures for booking and other provisions governing access to Company jumpseats shall be as provided in that policy. Jumpseat abuses discovered by flight crews shall be reported through the Association's Jumpseat Committee chairperson and a response to the result of the inquiry shall be returned to the committee chairperson.
2. A pilot may use a Company staging jumpseat to position himself in Memphis for the start of his scheduled trip in accordance with the following:
  - a. The period beginning at scheduled showtime of a pilot's inbound jumpseat and ending 30 minutes after the scheduled termination of his first duty period must be less than 13:30.
  - b. There must be at least 1:30 hours between the scheduled block-in of the inbound jumpseat and the showtime of the pilot's trip.
  - c. A pilot positioning to Memphis on a Company jumpseat shall take proactive steps to be aware of any circumstance which could prevent his timely report to work (e.g., potential maintenance, weather or FAA delays, reroutes). A pilot shall notify CRS at the first indication that a bump, cancellation, reroute or delay of his inbound jumpseat may prevent him from checking in by his scheduled showtime.
  - d. If a pilot positioning to Memphis on a Company jumpseat consistent with the provisions of this paragraph cannot report by showtime due to bump, cancellation, reroute or delay of his inbound jumpseat, CRS may remove the pilot without pay. If a pilot is removed under this paragraph, he shall be eligible for make-up (and shall not be eligible for substitution). There is no discipline associated with the removal if the pilot followed the parameters described above.
  - e. The provisions of Section 26.J.2. are predicated upon the premise that time spent on a pilot scheduled Company jumpseat is not accrued duty time under this contract or the FARs. Should the Company be required to consider time spent on a pilot scheduled Company jumpseat as accrued duty time, Section 26.J.2., shall become null and void immediately.
3. Cockpit jumpseats on international flight legs over 4 block hours shall not be eligible to be reserved by Company jumpseaters without concurrence of the Captain, or in the event the Captain proves unavailable, then by another member of the flight crew who is available.

#### K. New Aircraft In Service

1. If the Company wishes to place into operation any aircraft above the MTOGW limits outlined in Section 1, other than the aircraft for which rates of pay are established in Section 3 of this Agreement, the following shall apply:
  - a. The Company or the Association may, by written request, initiate conferences to negotiate agreements governing whether that equipment shall be considered a wide-body, narrow-body, or some new category of aircraft for the purposes of pay. Conferences shall commence no later than 30 days following receipt of the written request for those conferences.

- b. If no agreement has been reached within 30 days following commencement of conferences, a non-disciplinary panel of the System Board shall be convened as provided in Section 21 for the purpose of establishing whether that equipment shall be considered a wide-body, narrow-body, or some new category of aircraft for the purposes of pay, notwithstanding the provisions of Section 21.A.4. (Jurisdiction of System Board).
- c. The decision of the System Board shall be incorporated into this Agreement by reference. If the Company has placed the aircraft in service at a designated rate of pay before the System Board issues its decision, then the rates of pay determined by the System Board shall be applied retroactively.
- d. The provisions of Section 31 of this Agreement shall not prevent the operation of Section 26.K.

2. If the Company introduces B737 and/or B757 aircraft, those aircraft will be considered narrow body aircraft.

3. A-380 pay rates are as provided in Section 3.

#### L. New Hire Briefing

A pilot representing the Association will be scheduled 30 minutes to speak to new pilots during the initial new hire training program. Nothing of a defamatory or personal nature attacking individuals or groups or the Company shall be permitted during the briefings.

#### M. Passports, Visas and Immunizations

Each pilot shall maintain a current passport. The Company shall advise each pilot of the visas and immunizations he must possess. The Company shall reimburse a pilot for the cost of obtaining and renewing his passport and all Company required visas and immunizations.

#### N. Personnel

- 1. A pilot may review and copy his personnel file and training records in their entirety, except for pre-employment related material, in the presence of a Company representative at mutually agreeable times and places.
- 2. Each pilot shall, if necessary, update his permanent, primary residence address and telephone number in the Company's PRISM system. Additional addresses may be provided at the pilot's option (e.g., paycheck mailing address, corporate mailing address and crew mailbox).
- 3. A pilot shall be allowed access to Company computer systems to the same extent generally available to all other employees.

#### O. Polygraph

No pilot shall be required by the Company to take any form of polygraph or lie detector test.

#### P. Protection from Damage

- 1. Except as described below, the Company shall provide, at no expense to a pilot, legal representation for a pilot named as a defendant in a legal proceeding arising out of the pilot's operation or attempted operation of a Company aircraft. The pilot has the option to use representation from the Company, consistent with this paragraph, or from ALPA or his own representation.
- 2. Except as described below, the Company shall indemnify and hold the pilot or his estate harmless for the amount of any monetary judgment rendered personally against the pilot in a proceeding covered by Section 26.P.1., if that judgment arose out of the pilot's operation or attempted operation of a Company aircraft. For purposes of this paragraph, a proceeding shall be deemed not covered by Section 26.P.1., if the pilot was not entitled to the legal representation described therein, regardless of whether the Company actually provided representation.
- 3. A pilot shall not be entitled to the benefits described in Section 26.P.1. or P.2., if:
  - a. either the Company or the pilot has initiated the legal proceeding, in good faith, against the other; or
  - b. the legal proceeding at issue is one in which the pilot has committed intentional or criminal misconduct; or
  - c. the pilot refuses to cooperate in his own legal defense.

4. The Company shall not sue a pilot for indemnity in connection with any case covered by Section 26.P.1.
5. If a pilot is called by the Company as a witness in connection with a legal proceeding of any description, kind or character for any reason, the pilot shall receive scheduled pay and credit for a trip(s) or R-day(s) dropped, if applicable.
6. The provisions of this paragraph shall not apply in situations of certificate action instituted by the FAA against a pilot, or other situations in which a conflict of interest exists between the Company and the pilot.

Q. Publications/Identification Card

1. The Company shall provide pilots with appropriate navigation publications as well as aircraft flight and training manuals, and changes to these, necessary for a pilot's crew status. Upon request, the Company shall mail a pilot's Jeppesen charts to an address designated by the pilot.
2. All changes or amendments to current aircraft flight manuals, pilot operating manuals and aircraft checklists affecting flight operations shall be furnished in advance to the Association designee.
3. The Company shall provide each pilot with a copy of this Agreement. The cost of publishing and distributing this Agreement shall be borne equally by the Association and the Company. The Company shall bear the cost of providing copies of this Agreement to pilots hired after the effective date of this Agreement.
4. The Company shall provide each pilot with his initial Company identification card. Replacement of lost cards shall be in accordance with Company policy.
5. A pilot may arrange for replacement of items referred to in Section 26.Q.1. through Q.3., by notifying his flight manager. The cost of replacement items shall be borne by the Company.

R. Monthly Information

The Company shall provide to the Association, in electronic format, a list containing all pilots' names, employee numbers, dates of hire, dates of birth, base, crew status permanent mailing address and phone numbers of pilots who have made their phone numbers available in VIPS. The information shall be current as of the last pay period of each month and submitted no later than 25 days after the end of the month.

S. Recorded Phone Lines

Pilots' telephone conversations with the Company may be recorded. Recorded telephone conversations shall be archived by the Company for a period of not less than 60 days.

T. VIPS Inaccessibility

A contact otherwise required to be made to VIPS shall be made to CRS or other designated department if VIPS is not accessible. The local access option in VIPS will remain available. This paragraph covers the situation where the VIPS system goes down.

U. Mediated Debrief

Information obtained during a mediated debrief shall be subject to the provisions of Section 26.A.2.

V. Random Searches

The Company and/or its representatives are prohibited from executing random searches on pilots, unless required by law to do so.

W. FDA

1. All pilots assigned to an FDA are fully covered by all provisions of this Agreement.
2. If conditions in an FDA require evacuation for a temporary period of time, the Company shall provide the pilot and his eligible dependents at the FDA with transportation, lodging, and other services appropriate to the situation (e.g., storage of household goods if circumstances warrant, etc.).
3. If an FDA evacuation lasts longer than 30 days, the Company and the Association shall meet and consult regarding other accommodations that should be made for pilots and their families assigned to the FDA. If a permanent evacuation is required, the Company shall move the pilot and his family, as provided in Section 6, without application of time limits and reimbursement obligations normally accompanying such moves. The consultation process between the Company and the Association is

intended to be a meaningful, constructive, two-way process in which the parties address the suitability of the proposed solution and any issues of pilot concern.

X. Administrative Corrections

Typographical or reference errors found in the ratified Agreement or any Letter of Agreement may be corrected by mutual agreement of the Company and the Association, in subsequent reprintings of the contract.

Y. Aviation Safety Action Program

1. Any Aviation Safety Action Program (ASAP) shall have the participation of the Association as a party.

2. Removal from Flying and Flight Pay Loss

The ALPA ERC representative and/or alternate shall be removed from flying to participate in all ERC activities. The ALPA ERC representative and alternate shall receive compensation and benefits as provided in Section 18.

3. If any pilot is held out of service as part of the ASAP process, the pilot shall continue to have the same access to Company communications systems (e.g., e-mail, VIPS, etc.), and shall continue to accrue all pay and benefits (e.g., seniority, longevity, retirement, vacation, sick leave) as if he had not been held out of service.

4. Neither an ASAP report, the content of an ASAP report, or any corrective action arising from an ASAP report, shall be used in, or constitute grounds for placement in, or considered as any Section 11 training, any Enhanced Oversight Program, or any other similar program and/or training. If, however, a pilot is initially covered under the ASAP program, but is ultimately excluded from the program as provided in ASAP MOU paragraph 11.f., his case shall be referred to the TRB for any necessary requalification training and further processing under Section 11.K.

5. The Company will make ASAP Report Forms available on [pilot.fedex.com](http://pilot.fedex.com).

6. The Company shall establish and maintain facsimile and telephone numbers as alternative means of filing an ASAP Report.

7. The submission or non-submission of an ASAP report, an ASAP report, the contents of an ASAP report, and any conduct, statement, decisions, or recommendations made by those individuals involved in the ASAP process (e.g., the ASAP manager, coordinator(s), ERC, etc.), arising out of such process, shall not be used in or referred to in any Section 11, 19, or 21 process, except as provided in the MOU under paragraph 11.a.(3).