

TENTATIVE AGREEMENT 2026

Between

FEDERAL EXPRESS CORPORATION

and

THE AIR LINE PILOTS

in the service of

FEDERAL EXPRESS CORPORATION

as represented by

THE AIR LINE PILOTS ASSOCIATION, INT'L



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SECTION 1 RECOGNITION, SCOPE AND SUCCESSORSHIP

~~Definition~~ Definitions:

6. AFFILIATE

The term “**Affiliate**” refers to ~~(a) any entity that Controls the Company or any;~~

- (a) any Entity that Controls another Entity or any Entity that is Controlled by another Entity, and/or
~~(b) entity that that Company Controls, and/or (b) any other corporate subsidiary, parent, or Entity Controlled by or that Controls any Entity referred to in (a) above. parent, or entity Controlled by or that Controls any entity referred to in (a) above. The term~~
As of the effective date of the Agreement, the term “Affiliate” for the Company shall include, but not be limited to, FedEx Corporation, FedEx Custom Critical, Inc., FedEx Dataworks, Inc., FedEx Logistics, Inc., and FedEx Office and FedEx Ground Package System, Inc., FedEx Custom Critical, Inc., FedEx Trade Networks, Inc., FedEx Freight Corporation, FedEx Kinko’s Office and Print Services, Inc., and FedEx Corporate Services, Inc.

“Control” by Entity A of Entity B exists if Entity A, directly or indirectly through the Control of one or more other Entities:

- (a) Owns securities that constitute and/or are exchangeable into, exercisable for, or convertible into (i) more than 50% of the outstanding common or capital stock of Entity B, or (ii) voting securities representing more than 50% of the total voting power of outstanding securities than entitled to vote generally in the election of Entity B’s board of directors or other governing body; or
(b) Has the power or right to manage or direct the management of Entity B.

The term “Entity” means a natural person, corporation, association, partnership, trust or any other form for conducting business, and any combination or concert of any of the foregoing.

The phrase “not operationally feasible” (or variants of this phrase where for instance other words exist between the words “not”, “operationally” and/or “feasible”, see, e.g. Section 1.B.7.d.) means that there exist operational restrictions or contingencies (such as airport size/condition, slot availability, service requirements, or security concerns) which make it impractical for the Company to provide freight transportation service with Company Aircraft or Pilots on the route involved. Should the basis (for not being operationally feasible) be related to security issues, FedEx Security shall provide briefings to the ALPA Security Chair on a quarterly basis to review those concerns.

[Scope Penalty Rate \(SPR\): the highest combined hourly rate for a one \(1\) Captain, two \(2\) First Officer crew with maximum years of pay longevity, including international override.](#)

A. Recognition

1. In accordance with the National Mediation Board's certification in case number R-6450 dated October 29, 1996, as transferred from the Fedex Pilots Association to the Air Line Pilots Association ("the Association") in File No. C-6762/Case No. R-6450, 29 NMB 320 dated May 29, 2002, the Company recognizes the Association as the duly authorized representative for the specific craft or class of flight deck crew members (hereinafter referred to as "[pilotsPilots](#)") of the Company covered by the Railway Labor Act ("the RLA").
2. The Company further recognizes that included in the craft or class represented by the Association in conformity with the RLA are those crewmembers on Foreign Duty Assignment ("FDA"), Special International Bid Award ("SIBA") and/or any other international assignment, domicile or location manned by [pilotsPilots](#) on the Federal Express Master Seniority List.

B. Scope, Operation of Company Aircraft

The Company's revenue flights (including Company revenue charter flights), conducted with aircraft owned, leased, or operated within the domestic or international operations described below, conducted with aircraft over 60,000 lbs. MTOGW, shall be flown only by [pilotsPilots](#) whose names appear on the Federal Express Master Seniority List in accordance with the terms of the Agreement.

1. "Domestic flights" are all those Company flights wherein all flight legs within a single pairing originate and terminate at cities located solely within the contiguous 48 states.
2. "International flights" are all Company flights which originate from, terminate in or transit the U.S. or its territories via a location outside the contiguous 48 states. International flights also include all flights conducted by any [pilotsPilots](#) on the Federal Express Master Seniority List assigned to Foreign Duty Assignment ("FDA"), or Special International Bid Award ("SIBA").
3. All Domestic and International revenue flights conducted with aircraft that are owned, leased, or operated by the Company, having a MTOGW of greater than 60,000 lbs., and operated pursuant to the Company's Airline Operating Certificate, or any additional Part 121 Airline Operating Certificate obtained by the Company, shall be operated by [pilotsPilots](#) on the Federal Express Master Seniority List in accordance with the terms of the Agreement. Flying conducted with aircraft at or under 60,000 lbs. MTOGW (commonly referred to as "feeder flying") shall not be substituted for Federal Express trunk flying (over 60,000 lbs. MTOGW) so as to

cause a furlough of any Federal Express pilot. However, if and to the extent that and for such period of time that the furlough is the result of an act beyond the control of the Company (e.g., FAA grounding of a fleet, etc.), feeder/wet lease flying may be used to replace lost trunk flying. The Company shall not deploy multiple feeder flying in the domestic system to effect an elimination/reduction of the overall flying of an affected aircraft type; however, the Company may use multiple feeders to assume some existing trunk flying when aircraft or lift shortages exist during high volume periods. If feeder flying is substituted for Federal Express trunk flying, any ~~pilots~~ Pilots who are assigned a crew position as a result of such substitution (and not due to changes in fleet deployment or composition unrelated to feeder flying such as retirement/replacement of, ~~e.g., B727~~ an aircraft type), shall not have their hourly rate of pay reduced. This hourly rate protection shall end if a junior pilot is activated into a higher paying crew position that the senior pilot could have bid upon and been awarded, but elected not to do so.

4. Notwithstanding any other provision of the Agreement, the Company may continue to interline, co-load, code-share, part charter and enter into block space agreements with other carriers to move freight and service in International (outside the contiguous 48 states) markets as required. Within the Domestic system (the contiguous 48 United States) the use of the above shall be done only: (1) when necessary to expedite or (2) when economically necessary, unless otherwise agreed to by the parties.
5. At any time during the year should severe damage or destruction to a hull(s) occur the Company may utilize wet lease on a one for one basis until the lost aircraft is actually replaced in the fleet or for a period of one year, whichever is earlier.
6. The Company may also wet lease aircraft above 60,000 lbs. MTOGW to perform flights covered by this Agreement subject to the following progressive penalty schedule, which is based on the number of block hours flown by any wet leased aircraft under this Paragraph (i.e., Section 1.B.6.) as a percentage of total revenue block hours flown by FedEx Express trunk aircraft in the prior fiscal year:

<u>Prior Calendar Year Net Aircraft Difference</u>		<u>Penalty per Block Hour</u>
<u>Negative</u>	<u>Non-Negative</u>	
<u>0 - 1.00%</u>	<u>0 - 1.25%</u>	<u>None</u>
<u>>1.00 - 1.50%</u>	<u>>1.250 - 1.75%</u>	<u>SPR</u>
<u>>1.50%</u>	<u>>1.75%</u>	<u>2x SPR</u>

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[Note: Prior Calendar Year Net Aircraft Difference (PCYNAD) shall be determined pursuant to the PCYNAD Methodology document 07apr26 ALPA TA document-net method.]

Example: FedEx trunk aircraft operated 100,000 revenue block hours in FY2027. The following fiscal year it wet leases aircraft. SPR equals \$1,000 in 2028.

[Assumption: FY 2027 begins January 1, 2027 and ends December 31, 2027.]

If the fleet size remained the same in FY2027 and the wet leased aircraft operated 1250 block hours in FY2028, no penalty would apply.

If the total fleet size reduced in FY2027 and the wet leased aircraft operated 1250 block hours, the penalty owed would be \$250,000 (i.e., $(1250-1,000) \times \$1,000$).

If the Company added 5 new aircraft in FY2027 and the wet leased aircraft operated 2250 block hours, the penalty owed would be \$1,500,000 (i.e., $((1,750-1,250) \times \$1,000) + (2,250-1,750) \times \$2,000$).

Prior to the first business day of each February bid period, the Company shall notify the Association, in writing, of the total revenue block hours flown by Company aircraft operated by Pilots on the Federal Express Master Seniority List in the prior year and the permissible number of wet lease block hours allowed by Section 1.B.6. In making this calculation, the Company shall round down to the nearest whole number.

~~6. The Company may also wet lease a minimum of two aircraft above 60,000 lbs. MTOGW for up to four (4) bid periods per calendar year. At least three (3) of those bid periods shall be consecutive. The Company may elect to divide the fourth bid period of wet leasing into four 7-day parts to use over the course of the year. The Company shall provide a minimum of at least 30 days' written notice to the Association of any such wet lease(s). The following conditions shall apply to such wet lease arrangements: (measured from the date the wet lease agreement is executed), except when the Company is unable to provide 30 days' notice due to the nature of the situation that results in the use of wet leased aircraft. In such a case, the Company shall give as much advance notice as is possible under the circumstances.~~

~~a. Should a wet lease operation assume flying regularly and historically performed by FedEx crewmembers, as evidenced by the FedEx bid packs, for more than two (2) bid periods in a calendar year, the Company shall pay the Association a sum of money for the period of the wet lease in excess of two (2) bid periods calculated as follows: The average pay for a Federal Express crew complement times the number of regular bid pack credit hours that would have~~

~~been earned by Federal Express pilots but for the wet lease. This sum shall be calculated after the expiration of the wet lease and shall be distributed to pilots in the manner identified by the Association. Wet leases done in support of charter flying during this four month period shall not be subject to this penalty.~~

If the Company enters into a wet lease under this provision, which is anticipated to exceed 26 weeks in a calendar year, it will consult with the Association on an expedited basis. At a minimum, the Company will provide information regarding the reason for the wet lease, its planned duration, and any anticipated impact to Pilots.

~~b. Except for the minimum two aircraft wet leasing referred to above, during the bid periods described in this paragraph, the Company shall not wet lease more than the net gain of trunk aircraft scheduled to be added and brought into service in any calendar year. Should a wet lease actually extend beyond an aggregate total of 26 weeks in a calendar year, a penalty of 2 SPR will be incurred for each block hour flown pursuant to that wet lease beyond those 26 aggregate weeks, in addition to any other penalties due. Should, at the end of the calendar year, the Company actually bring into service fewer trunk aircraft than were scheduled and based on the schedule, the Company wet leased more aircraft than would have been permitted if the scheduled additions were the same as the actual deliveries, then the Company shall pay to the Association the same monies it would have paid the Association as calculated under Section 1.B.6.a. have a net Master Seniority List growth of at least one Pilot, the penalty described in this paragraph shall be waived for the calendar year.~~

~~c. Should the Company violate the four bid period restriction, the Company shall pay to the Association the following for each wet lease conducted the greater of the number of block hours scheduled or flown, times 2.0, times the highest hourly rate for a three (3) man crew with fifteen (15) years of pay longevity, in addition to the international override, if any.~~

[Note: A week is a seven (7) day period running from a Sunday through the following Saturday, with the day based on the Memphis local base day (01:30 through 01:29, see Sections 2.38, 2.82, and 25.A.2.). A week is counted as part of wet lease operations if any wet lease block hours are flown in that week.]

Penalty payments due under this provision shall be distributed to Pilots in the manner determined by the Association before the end of the first quarter of each year.

[Note: The penalties in Section 1.B.6. will go into effect on the first day of the January bid period following the effective date of the Agreement. Legacy methodology shall be used until that date.]

7. The Company may enter into wet lease and other agreements with other carriers at any time without penalty or payment to any pilot or the Association in order to

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deliver freight to cities that cannot be served by Federal Express trunk aircraft because:

- a. The Company does not possess all the requisite regulatory authority (or what authority it does possess is in dispute with any government or any agency ~~thereto~~thereof), all traffic authority and foreign government approvals/authority, as are necessary to fly the scheduled or required route. Should the Company not possess the requisite regulatory authority at the time of the wet lease, it shall make a good faith effort to acquire that authority.

[\[Note: The Association shall withdraw Grievance 24-011\]](#)

- b. Foreign government or foreign authorities' action restricts the use of ~~pilots~~Pilots on the Master Seniority List so as to render the use of FedEx ~~pilots not~~Pilots not operationally or economically feasible; ~~or~~.
 - c. An ~~emergency~~Emergency (as defined by Section 2.53) exists that precludes the Company from utilizing Company aircraft. In the event the Company wet leases aircraft under this provision, the Vice President, Flight Operations, shall notify the Association and crew force through an FCIF as soon as practicable. Routine maintenance problems shall not constitute an ~~emergency~~Emergency.
 - d. The utilization of ~~pilots~~Pilots on the Master Seniority List is not, or does not continue to be, economically or operationally feasible given the low freight volume, treaty or regulatory restrictions on the right of the Company to move freight through or beyond certain countries or cities, or remoteness or isolation of the served city to the existing Federal Express international route structure.
8. Should the configuration of a given shipment (certain satellites, aircraft, helicopters, etc.) preclude the Company from using one of its own aircraft, then the Company may enlist the services of another carrier to handle that shipment on a sub-contract basis.

[9. Company Scope Reporting & Meeting Obligations](#)

- a. ~~9.~~ The Company shall notify the Association quarterly concerning all ~~wet-leasing~~wet leasing done during the preceding three bid periods pursuant to Section 1.B.5., B.6., B.7. or B.8. The Company shall identify the operator of the wet lease ~~operator(s)~~, the trip(s) flown by same, weight of cargo flown on the wet lease, and the reason and effect on Federal Express crewmembers.
- b. If the Company wet leases pursuant to Section 1.B.7.b. or d. during the preceding three bid periods, the Company will, at the Association's request, provide the Association with supporting information.
- c. Upon reasonable request, the Company will provide the Association with information necessary to enable the Association to verify compliance by the Company with the terms of this Section. Requests from the Association regarding Section 1.B.4., B.6., and B.7. movements shall be based on specific instances and shall not be unduly burdensome.

- d. The Company shall ~~also~~ meet with the Association on a quarterly basis to discuss wet leasing, fleet acquisition and disposal plans and to share with the Association the additional Federal Express trunk route additions/deletions it anticipates over the next quarter. Upon Association request regarding Section 1.B.4. operations, the Company will, at the quarterly meeting, provide the requested information (e.g., supporting information regarding Section 1.B.4. operations between SJU-CLT). A standing committee consisting of an equal number of Association and Company representatives shall meet within fifteen (15) days following the end of the calendar quarter to review and discuss these matters. If the Company invokes Section 1.B.7.a. for operations during the preceding three bid periods because it did not possess all the requisite regulatory authority as necessary to fly a scheduled or required route with FedEx aircraft, it will at the quarterly meeting provide the Association with supporting information related to the Company's good faith efforts to acquire the requisite regulatory authority.

[Note: Beginning in calendar year 2026, and subject to a non-disclosure agreement, the Company will provide the Association with aggregate data regarding movements covered by Section 1.B.4. for the purpose of ascertaining business and operational trends]

- e. Proprietary, sensitive or confidential information provided under this Section will, at the Company's request, be reviewed by Association representatives under confidentiality agreements.

10. No pilot shall be involuntarily furloughed while the Company wet leases any aircraft pursuant to Section 1.B.6.

11. Penalties and Requirements in the Event of a Furlough

- a. Should the Company have any Pilot on a non-voluntary furlough pursuant to Section 23.A., all Section 1.B.6. wet leases shall be subject to a penalty of one SPR for every wet lease block hour flown thereafter until all Pilots have reported for duty from a recall notice (or declined recall) or the last furloughed pilot ceases to accrue seniority as provided in Section 23.A.4., whichever is earlier. This penalty is in addition to any penalty required by Section 1.B.6., however, in no event shall the total penalty exceed 2.5x SPR per wet lease block hours flown. Before the end of the first quarter of each fiscal year, penalty payments due under this provision shall be distributed on a per capita basis to Pilots who were on furlough when the penalty accrued.
- b. In addition, in the event the Company enters into a Section 1.B.6. wet lease while a Pilot is on a non-voluntary furlough pursuant to Section 23.A., the Company shall recall a number of pilots equivalent to the staffing needs for the flight schedules operated by the wet leased aircraft.

C. ~~Parent and~~ Affiliates, and Alter-Ego Prohibition

1. Should the Company or parent of the Company (FedEx Corp.) or any subsidiary or Affiliate directly or indirectly ~~controlled~~Controlled by the Company or parent of the Company acquire with the intention of retaining and operating a U.S. certificated air carrier or air operation operating aircraft of over 60,000 lbs. MTOGW, then the acquired carrier's routes and operation of aircraft above the MTOGW of 60,000 lbs. shall be assumed by the ~~pilots~~Pilots on the FedEx Master Seniority List. If the acquired airline is to be sold in the normal course of business, these seniority-merger provisions do not apply. If FedEx Corp., its subsidiaries or Affiliates retain and operate the acquired airline, the assumption of the acquired flying by Federal Express Master Seniority List ~~pilots~~Pilots shall take place as soon as reasonably practical after either the merger of the acquired carrier's appropriate pilots (those flying aircraft over 60,000 lbs.) into the Federal Express Master Seniority List in the manner set forth in Section 1.D.1. and 3., or in the event the pilots from the acquired carrier are not intended to be retained, then upon the final regulatory confirmation and transfer of the operating certificates to Federal Express and/or FedEx Corp.
2. Neither FedEx Corp., the Company, nor any Affiliate of FedEx Corp. will create, acquire, or maintain an "alter-ego" airline operating aircraft over 60,000 lbs. MTOGW. Should FedEx Corp. or any of its Affiliates create or acquire an RLA carrier operating aircraft over 60,000 lbs. MTOGW, it shall be housed within the Company (i.e., Federal Express Corporation) and will operate under the terms of this Agreement (if FedEx Corp. or any of its Affiliates creates an RLA carrier) or in accordance with Sections 1.C.1., 1.D.3. and D.4. (if FedEx Corp. or any of its Affiliates acquires an RLA carrier). FedEx Corp. agrees to be bound by Sections 1.C.1., 1.D.2., and 1.E., should there be a dispute under this Section 1.C.2.

D. Acquisition and Successorship

1. If ~~another~~an Entity that is a U.S. certificated airline or U.S. certificated air cargo operation or is Affiliated with such an airline or operation, acquires Control of the Company or its parent or acquires all or a substantial portion of the Company's air operations and as a result ~~pilots~~Pilots on the Federal Express Master Seniority List are to be integrated with ~~pilots~~Pilots on seniority lists at that airline or air cargo operation, the integration of pilot seniority lists shall be governed by the Association's Merger Policy if the Association represents the airline's ~~pilots~~Pilots as well as the Federal Express ~~pilots~~Pilots and otherwise by under the McCaskill-Bond Amendment and Section 3 and Section 13 of the Allegheny-Mohawk Labor Protective Provisions [as specified in 59 CAB 22 (1972)].
2. This agreement shall be binding upon any ~~successor~~Successor of the Company or its parent, including without limitation, any assignee, purchaser, transferee, administrator, receiver, executor, and/or trustee of the Company or its parent or any Entity that acquires Control of the Company, or the Company's parent, or

acquires all or a substantial portion of the Company's air operations (hereinafter referred to as a "Successor" to the Company). Neither the Company nor its ~~Affiliates~~parent shall consummate a Successor transaction unless the Successor agrees in writing, in advance of executing an agreement to consummate such transaction and as an irrevocable condition of the Successorship transaction, to assume and be bound by the Agreement, to recognize the Association as the representative of the Federal Express ~~pilots~~Pilots and to guarantee that the ~~pilots~~Pilots on the Federal Express Pilots' Master Seniority List will be employed by the Successor in accordance with the provisions of this Agreement. The Successor shall continue to recognize the Association in accordance with Section 1.A. unless and until the National Mediation Board transfers or extinguishes the Association's certification following an operational merger. The Successor shall continue to be bound by the Agreement until the terms of the Agreement are modified in accordance with applicable law.

3. Should the Company (or a Company Affiliate including the Company's parent) acquire, merge, or operate another U.S. certificated airline or U.S. certificated air operation that employs pilots who operate aircraft with a MTOGW of greater than 60,000 lbs., then such pilots operating aircraft above 60,000 lbs. MTOGW scheduled to be retained, if any, shall be integrated into the Federal Express Master Seniority List in accordance with the process described in Section 1.D.1.
4. If the acquired carrier will be retained under Section 1.C.1. or 1.D.3., or if there is a Successor that is an air carrier or has an air carrier Affiliate, and as a result FedEx Pilots are to be integrated with the pilots on the seniority lists at the other airline or air cargo operation, then:
 - a. The Company and the other air carrier will, upon receipt of the Association's written request and within a reasonable period of time, begin negotiations with the Association and the pilots employed by the other air carrier through their collective bargaining representative, if any, for a joint collective bargaining agreement for the pilots of the merged carrier.
 - b. ~~4. While the integration of the~~completion and implementation of an integrated pilot seniority list and a joint collective bargaining agreement is pending or in process ~~the Company agrees not to:~~
 - i. the pilots and flight operations of the Company and the other air carrier will remain separated (and pilots and aircraft will not be transferred between carriers, except aircraft may be exchanged between the carriers to deal with unforeseen operational circumstances), with pilots employed by each air carrier operating under the terms of their respective collective bargaining agreements and employment policies (if the pilots of the other air carrier did not have a collective bargaining agreement); and
 - ii. the Company and/or Successor agree not to divert active and existing flying done by Federal Express ~~pilots to the acquired airline or air cargo operation.~~

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~~This restriction~~ Pilots to the other air carrier. The restrictions in Sections 1.D.4.b.i. and ii. shall not preclude the Company or Successor, if not otherwise prohibited by Section 1, from:

(a) acting to eliminate redundancies, overlaps of routes/services or similar services/routes provided by both carriers.;

(b) coordinating operations, insofar as not specifically prohibited;

(c) exchanging assets (except as specifically prohibited);

(d) code sharing with each other;

(e) combining livery and marketing;

(f) integrating systems;

(g) undertaking other steps to obtain a single operating certificate, insofar as not specifically prohibited.

The Company or Successor, as applicable, shall, however, not cause Federal Express ~~pilots~~ Pilots to be furloughed, assigned, or downgraded as a direct result of the elimination of these redundancies, or the discontinuance of the overlaps of route/services, or the similar service/routes, and the elimination or discontinuance of redundancies, overlaps or similar service/routes shall, to the extent operationally and economically practical, be accomplished without an elimination of or a reduction in flights operated by ~~pilots~~ Pilots on the Master Seniority List.

5. Following the execution of any agreement that will result in an acquisition of the Company (or its parent) or the acquisition by the Company (or a Company Affiliate, including its parent) of a U.S. certificated airline that operates aircraft with a MTOGW of greater than 60,000 lbs., the Company will, at the Association's request, meet with the Association to discuss the impact of the proposed transaction upon the Pilots.

E. Expedited Grievance and Arbitration Procedures

Any grievance alleging a violation of the provisions of Section 1 shall be filed in writing with the Vice-President, Labor Relations, within ~~40~~ 20 days following the date on which the pilot acquired knowledge or reasonably should have acquired knowledge, of the fact(s) or event(s) giving rise to the grievance. The grievance shall be considered and a decision rendered in accordance with the provisions of Section 20 of this Agreement. The hearing before the Vice-President, Labor Relations shall be conducted within 5 business days following receipt of the grievance, and a decision shall be rendered within 5 business days of the conclusion of the hearing. If the decision of the Vice-President, Labor Relations is not satisfactory to the pilot or the Association, such decision may be appealed to the System Board in the manner set forth in Section 21. The System Board hearing shall be commenced within 30 days after the Vice President's decision, or on the earliest available date offered by the neutral arbitrator

selected by the parties. The parties shall attempt to use ~~Robert Harris~~John LaRocco as the neutral arbitrator. If Mr. ~~Harris~~LaRocco is unavailable, the parties shall select the neutral arbitrator from the panel of arbitrators empowered to hear administrative grievances under Section 20. The parties shall make known to the selected arbitrator the expeditious nature of this arbitration and request a decision in the matter as soon as possible.

F. Disruption of Company Business

The Company shall not lock out ~~pilots~~Pilots and ~~pilots~~Pilots shall not engage in, cause or support any strike or work stoppage at the Company. In the event of an existing or impending labor dispute involving other represented employees, which is or has the capability of disrupting Company flight operations, the MEC Chairman and the Vice President, Flight Operations or the System Chief Pilot shall consult about what measures, if any, were or would be appropriate for Federal Express to take in light of the situation. The Vice President, Flight Operations or the System Chief Pilot will share the result of those conversations in an FCIF to the crewforce and outline what action(s), if any, the Company will take (or has taken) concerning the possible labor dispute.

In the event of a work stoppage legally authorized under the Railway Labor Act, involving other U.S. employees of the Company, the Vice President, Flight Operations or the System Chief Pilot shall consult with the MEC Chairman concerning the nature of any possible disruptions and the expectations the Company has in light of those anticipated disruptions. Pilots shall not be required to perform work customarily done by the ~~pilots~~Pilots of another U.S. certificated air cargo operation who are engaged in a lawful strike against their employer unless the Company has historically performed and provided such services on that airline's behalf. In cases where the Company has contracted to conduct training for another carrier's ~~pilots~~Pilots, Federal Express ~~pilots~~Pilots may refuse to train the other carrier's ~~pilots~~Pilots if those ~~pilots~~Pilots are strike replacements. Strike replacement ~~pilots~~Pilots are those ~~pilots~~Pilots who are being trained to replace the carrier's current striking ~~pilots~~Pilots or those ~~pilots~~Pilots (from the other carrier) in training for a new seat position when an imminent pilot strike is threatened. Nothing in this section shall preclude the Association from engaging in self-help activities after the procedures provided by the Railway Labor Act, as amended, for changing the terms of this comprehensive collective bargaining agreement have been exhausted.

Prior Calendar Year Net Aircraft Difference (PCYNAD) Methodology

The PCYNAD is the difference, if any, between the Baseline and Current Net Aircraft.

Baseline: The “as of” number in the last column available (prior to the “to be delivered/(retired)” columns) in the “Subtotal-Trunk Aircraft” row in the “Federal Express Segment Aircraft Fleet Statistics” published in the final “Stat Book” of the previous calendar year (FedEx Corporation (e.g., Q2 2025) Fiscal Statistics, Financial and Operating Statistics) less trunk aircraft not available for revenue service, subject to the parties’ audit.

Current Net Aircraft: The “as of” number in the last column available (prior to the “to be delivered/(retired)” columns) in the “Subtotal-Trunk Aircraft” row in the “Federal Express Segment Aircraft Fleet Statistics” published in the final “Stat Book” for the current calendar year (FedEx Corporation QX Fiscal Statistics, Financial and Operating Statistics) less trunk aircraft not available for revenue service, subject to the parties’ audit.

Example: for wet leases occurring in 2027, whether the Negative or Non-Negative column is applicable will be determined by the difference, if any, between:

- the 390 number [the “as of” number in the last column available (prior to the “to be delivered/(retired)” columns), in the “Subtotal-Trunk Aircraft” row as stated in “Federal Express Segment Aircraft Fleet Statistics” of 2025 Q2 SEC filing “Stat Book” (FedEx Corporation Q2 Fiscal Statistics, Financial and Operating Statistics) dated December 18, 2025] less trunk aircraft not available for revenue service, subject to the parties’ audit, and
- the “as of” number in the last column available (prior to the “to be delivered/(retired)” columns), in the “Subtotal-Trunk Aircraft” row as stated in “Federal Express Segment Aircraft Fleet Statistics” in the final “Stat Book” for the 2026 calendar year less trunk aircraft not available for revenue service, subject to the parties’ audit.

If the parties are unable to agree on the actual number in the parties’ audit regarding either the Baseline or Current Net Aircraft number within 60 days of publishing of the final calendar year 2026 Stat Book (for determining whether the Negative or Non-Negative column is applicable for wet leasing occurring in 2027), the dispute shall be subject to Section 1.E. The parties agree that neither party shall have the burden of proof.

For subsequent audits, if the parties are unable to agree on the actual number in the parties’ audit for the Baseline or Current Net Aircraft number within 60 days from the publishing of the applicable Stat Book, the dispute shall be subject to Section 1.E. The parties agree that neither party shall have the burden of proof.

Gentlemen:

The letter is intended to describe FedEx Corporation's intentions and commitments with respect to the interaction between FedEx Corporation ("FedEx Corp") and its Affiliates, which includes Federal Express Corporation (the "Company"), specifically concerning subsequently acquired or developed air carrier operations by FedEx Corp. or any of its Affiliates.

The Company is a Railway Labor Act (RLA) carrier whose operations are interconnected and integrated with its ground, hub and other support operations. Should FedEx Corp. or its Affiliates acquire or develop any RLA carrier it shall be housed within the Company. In other words, it is not the intent of FedEx Corp. to run or acquire an "alter ego" airline to compete with the Company.

As for FedEx Corp.'s Affiliates, other than the Company, it should be noted that some of these companies have, as part of their business model, relationships with other airlines as well as the Company in order to service their customers. However, none of these companies owns or operates any aircraft with pilots. Should any of these Affiliates employ pilots who operate aircraft (excluding corporate aviation aircraft and those with a MTOGW of 60,000 pounds or less) for purposes of supporting their businesses, those aircraft and pilots will be moved to the Company to be housed within the Company.

FedEx Corp. further commits to be bound by Sections 1.C. and 1.D.2. of the collective bargaining agreement between the Company and the Air Line Pilots Association, and to resolve any disputes arising out of the interpretation or application of those provisions or this Letter of Agreement in accordance with the expedited arbitration procedures of Section 1.E. of this agreement.

[Signature block]

SECTION 3 COMPENSATION

A. New Hire Compensation

A new hire pilot ~~shall receive a salary of four thousand dollars per month~~ in an active pay status shall be compensated 2.25 CH per calendar day from the date of hire until the pilot's first ~~actual~~ activation date. A new hire pilot's sick bank will likewise be charged 2.25 CH for each day in sick status with a scheduled event.

- ~~1. If a new hire pilot's date of hire is other than the first day of a month, the pilot's first month's salary shall be prorated.~~
- ~~2. If a new hire pilot is activated on any day other than the first day of a month, the pilot's salary (i.e., \$4,000 per month) shall be prorated based on the number of days in that month prior to activation.~~

B. Longevity and Crew Status

A pilot's hourly rate of pay shall be based on the pilot's longevity year group and crew status, except as described in Section 3.A.

1. Longevity
 - a. The longevity of a pilot employed by the Company as a pilot prior to the effective date of this Agreement shall be the pilot's longevity on the effective date. Longevity shall continue to accrue following the effective date except as otherwise provided for in this Agreement.
 - b. A pilot employed by the Company on or after the effective date of this Agreement shall accrue longevity beginning on the pilot's date of hire as a pilot. Longevity shall continue to accrue following the pilot's date of hire, except as otherwise provided for in this Agreement.
 - c. A pilot who changes longevity year groups after the beginning of any bid period shall be compensated at the pilot's new rate for that entire bid period.
2. Crew Status
 - a. If a pilot's crew status changes, the pilot shall receive the pay rate for the pilot's new crew status upon activation.
 - b. Notwithstanding Section 3.B.2.a., a pilot whose crew seat is restricted by the FAA regulated age shall be compensated at the pay rate for the pilot's new crew status on the date the pilot reaches the regulated age.

C. Hourly Rates of Pay

- ~~1. Hourly Rates — Effective First Day of November 2015 Bid Period~~

a. Wide Body Rates of Pay

MD-10/11, DC-10, B-777F, A-300/310, B767F		
Year Group	GAP	F/O
1	236.38	71.85
2	262.61	163.02
3	263.14	163.24
4	264.21	166.51
5	265.24	169.84
6	266.32	173.23
7	267.39	176.69
8	268.46	180.21
9	269.51	183.82
10	272.64	188.97
11	275.76	194.26
12	278.94	199.69
13	281.03	200.71
14	283.83	201.72
15	286.67	203.24

b. Narrow Body Rates of Pay

B-737, B-757		
Year Group	GAP	F/O
1	200.39	69.31
2	222.67	133.61
3	223.80	139.04
4	225.03	142.08
5	226.29	145.21
6	227.52	148.42
7	228.77	151.68
8	230.03	155.01
9	231.29	158.42
10	233.95	164.11
11	236.64	170.05
12	239.35	176.17
13	241.76	177.05
14	244.18	177.91
15	247.12	178.81

2. Hourly Rates—Effective First Day of November 2016 Bid Period

a. Wide Body Rates of Pay

MD-10/11, DC-10, B-777F, A-300/310, B767F		
Year Group	GAP	F/O
1	243.47	74.01
2	270.49	167.91
3	271.04	168.14
4	272.14	171.50
5	273.20	174.94
6	274.31	178.42
7	275.41	181.99
8	276.51	185.62
9	277.60	189.34
10	280.81	194.64
11	284.03	200.09
12	287.31	205.68
13	289.46	206.73
14	292.35	207.77
15	295.27	209.33

b. Narrow Body Rates of Pay

B-737, B-757		
Year Group	GAP	F/O
1	206.40	71.39
2	229.35	137.61
3	230.51	143.21
4	231.78	146.34
5	233.08	149.57
6	234.35	152.88
7	235.63	156.23
8	236.93	159.66
9	238.22	163.17
10	240.97	169.03
11	243.74	175.15
12	246.53	181.45
13	249.01	182.36
14	251.50	183.25
15	254.53	184.17

3

Compensation

3. Hourly Rates—Effective First Day of November 2017 Bid Period

a. Wide Body Rates of Pay

MD-10/11, DC-10, B-777F, A-300/310, B767F		
Year Group	GAP	F/O
1	250.77	76.23
2	278.61	172.95
3	279.17	173.18
4	280.30	176.65
5	281.40	180.18
6	282.54	183.78
7	283.67	187.45
8	284.80	191.19
9	285.92	195.02
10	289.24	200.48
11	292.55	206.09
12	295.93	211.86
13	298.14	212.93
14	301.12	214.00
15	304.13	215.61

b. Narrow Body Rates of Pay

B-737, B-757		
Year Group	GAP	F/O
1	212.59	73.53
2	236.23	141.74
3	237.42	147.51
4	238.73	150.73
5	240.07	154.05
6	241.38	157.46
7	242.70	160.92
8	244.04	164.45
9	245.37	168.07
10	248.20	174.10
11	251.05	180.40
12	253.93	186.89
13	256.48	187.83
14	259.05	188.75
15	262.16	189.69

4. Hourly Rates—Effective First Day of November 2018 Bid Period

a. Wide Body Rates of Pay

MD-10/11, DC-10, B-777F, A-300/310, B767F		
Year Group	GAP	F/O
1	258.30	78.51
2	286.97	178.14
3	287.54	178.38
4	288.71	181.95
5	289.84	185.59
6	291.02	189.29
7	292.18	193.08
8	293.35	196.92
9	294.50	200.87
10	297.92	206.49
11	301.33	212.27
12	304.80	218.21
13	307.09	219.32
14	310.15	220.42
15	313.25	222.08

b. Narrow Body Rates of Pay

B-737, B-757		
Year Group	GAP	F/O
1	218.97	75.74
2	243.32	145.99
3	244.55	151.93
4	245.89	155.25
5	247.28	158.68
6	248.62	162.19
7	249.98	165.74
8	251.36	169.39
9	252.73	173.11
10	255.64	179.33
11	258.59	185.82
12	261.54	192.50
13	264.18	193.46
14	266.82	194.41
15	270.03	195.39

5. Hourly Rates—Effective First Day of November 2019 Bid Period

a. Wide Body Rates of Pay

MD-10/11, DC-10, B-777F, A-300/310, B767F		
Year Group	GAP	F/O
1	268.63	81.66
2	298.44	185.26
3	299.04	185.51
4	300.26	189.22
5	301.43	193.01
6	302.66	196.86
7	303.87	200.80
8	305.08	204.80
9	306.28	208.90
10	309.83	214.75
11	313.38	220.76
12	317.00	226.94
13	319.37	228.09
14	322.56	229.24
15	325.78	230.96

b. Narrow Body Rates of Pay

B-737, B-757		
Year Group	GAP	F/O
1	227.73	78.77
2	253.05	151.83
3	254.33	158.01
4	255.73	161.46
5	257.17	165.02
6	258.57	168.67
7	259.98	172.37
8	261.42	176.16
9	262.84	180.04
10	265.87	186.50
11	268.93	193.25
12	272.00	200.20
13	274.74	201.20
14	277.49	202.19
15	280.83	203.20

6. Hourly Rates—Effective First Day of November 2020 Bid Period

a. Wide Body Rates of Pay

MD-10/11, DC-10, B-777F, A-300/310, B767F		
Year Group	GAP	F/O
1	276.69	84.10
2	307.40	190.82
3	308.02	191.08
4	309.26	194.90
5	310.47	198.80
6	311.74	202.77
7	312.99	206.82
8	314.23	210.94
9	315.47	215.17
10	319.13	221.19
11	322.78	227.39
12	326.51	233.75
13	328.95	234.93
14	332.23	236.12
15	335.56	237.89

b. Narrow Body Rates of Pay

B-737, B-757		
Year Group	GAP	F/O
1	234.56	81.13
2	260.65	156.39
3	261.96	162.75
4	263.40	166.30
5	264.88	169.97
6	266.32	173.73
7	267.78	177.54
8	269.26	181.45
9	270.73	185.44
10	273.84	192.09
11	277.00	199.05
12	280.16	206.21
13	282.98	207.24
14	285.82	208.25
15	289.26	209.30

3

Compensation

1. Hourly Rates – Effective First Day of July 2026 Bid Period

a. Wide Body Rates of Pay

<u>MD-10/11, DC-10, B-777F, A-300/310, B767F</u>		
<u>Year Group</u>	<u>CAP</u>	<u>F/O</u>
<u>1</u>	<u>386.72</u>	<u>117.54</u>
<u>2</u>	<u>429.64</u>	<u>266.70</u>
<u>3</u>	<u>430.51</u>	<u>267.07</u>
<u>4</u>	<u>432.24</u>	<u>272.40</u>
<u>5</u>	<u>433.94</u>	<u>277.86</u>
<u>6</u>	<u>435.71</u>	<u>283.40</u>
<u>7</u>	<u>437.46</u>	<u>289.07</u>
<u>8</u>	<u>439.19</u>	<u>294.82</u>
<u>9</u>	<u>440.92</u>	<u>300.74</u>
<u>10</u>	<u>446.04</u>	<u>309.15</u>
<u>11</u>	<u>451.14</u>	<u>317.82</u>
<u>12</u>	<u>456.35</u>	<u>326.71</u>
<u>13</u>	<u>459.77</u>	<u>328.35</u>
<u>14</u>	<u>464.35</u>	<u>330.02</u>
<u>15</u>	<u>469.00</u>	<u>332.49</u>

b. Narrow Body Rates of Pay

<u>B-737, B-757</u>		
<u>Year Group</u>	<u>CAP</u>	<u>F/O</u>
<u>1</u>	<u>327.84</u>	<u>113.39</u>
<u>2</u>	<u>364.30</u>	<u>218.58</u>
<u>3</u>	<u>366.13</u>	<u>227.47</u>
<u>4</u>	<u>368.15</u>	<u>232.43</u>
<u>5</u>	<u>370.22</u>	<u>237.56</u>
<u>6</u>	<u>372.23</u>	<u>242.82</u>
<u>7</u>	<u>374.27</u>	<u>248.14</u>
<u>8</u>	<u>376.34</u>	<u>253.61</u>
<u>9</u>	<u>378.39</u>	<u>259.18</u>
<u>10</u>	<u>382.74</u>	<u>268.48</u>
<u>11</u>	<u>387.16</u>	<u>278.21</u>
<u>12</u>	<u>391.57</u>	<u>288.21</u>
<u>13</u>	<u>395.51</u>	<u>289.65</u>
<u>14</u>	<u>399.48</u>	<u>291.06</u>
<u>15</u>	<u>404.29</u>	<u>292.53</u>

2. Hourly Rates – Effective First Day of January 2028 Bid Period

a. Wide Body Rates of Pay

<u>MD-10/11, DC-10, B-777F, A-300/310, B767F</u>		
<u>Year Group</u>	<u>CAP</u>	<u>F/O</u>
<u>1</u>	<u>398.32</u>	<u>121.06</u>
<u>2</u>	<u>442.52</u>	<u>274.70</u>
<u>3</u>	<u>443.42</u>	<u>275.08</u>
<u>4</u>	<u>445.20</u>	<u>280.57</u>
<u>5</u>	<u>446.95</u>	<u>286.19</u>
<u>6</u>	<u>448.78</u>	<u>291.90</u>
<u>7</u>	<u>450.58</u>	<u>297.74</u>
<u>8</u>	<u>452.36</u>	<u>303.66</u>
<u>9</u>	<u>454.14</u>	<u>309.76</u>
<u>10</u>	<u>459.42</u>	<u>318.42</u>
<u>11</u>	<u>464.67</u>	<u>327.35</u>
<u>12</u>	<u>470.04</u>	<u>336.51</u>
<u>13</u>	<u>473.56</u>	<u>338.20</u>
<u>14</u>	<u>478.28</u>	<u>339.92</u>
<u>15</u>	<u>483.07</u>	<u>342.46</u>

b. Narrow Body Rates of Pay

<u>B-737, B-757</u>		
<u>Year Group</u>	<u>CAP</u>	<u>F/O</u>
<u>1</u>	<u>337.67</u>	<u>116.79</u>
<u>2</u>	<u>375.22</u>	<u>225.13</u>
<u>3</u>	<u>377.11</u>	<u>234.29</u>
<u>4</u>	<u>379.19</u>	<u>239.40</u>
<u>5</u>	<u>381.32</u>	<u>244.68</u>
<u>6</u>	<u>383.39</u>	<u>250.10</u>
<u>7</u>	<u>385.49</u>	<u>255.58</u>
<u>8</u>	<u>387.63</u>	<u>261.21</u>
<u>9</u>	<u>389.74</u>	<u>266.95</u>
<u>10</u>	<u>394.22</u>	<u>276.53</u>
<u>11</u>	<u>398.77</u>	<u>286.55</u>
<u>12</u>	<u>403.31</u>	<u>296.85</u>
<u>13</u>	<u>407.37</u>	<u>298.33</u>
<u>14</u>	<u>411.46</u>	<u>299.79</u>
<u>15</u>	<u>416.41</u>	<u>301.30</u>

3

Compensation

3. Hourly Rates – Effective First Day of January 2029 Bid Period

a. Wide Body Rates of Pay

<u>MD-10/11, DC-10, B-777F, A-300/310, B767F</u>		
<u>Year Group</u>	<u>CAP</u>	<u>F/O</u>
<u>1</u>	<u>410.26</u>	<u>124.69</u>
<u>2</u>	<u>455.79</u>	<u>282.94</u>
<u>3</u>	<u>456.72</u>	<u>283.33</u>
<u>4</u>	<u>458.55</u>	<u>288.98</u>
<u>5</u>	<u>460.35</u>	<u>294.77</u>
<u>6</u>	<u>462.24</u>	<u>300.65</u>
<u>7</u>	<u>464.09</u>	<u>306.67</u>
<u>8</u>	<u>465.93</u>	<u>312.76</u>
<u>9</u>	<u>467.76</u>	<u>319.05</u>
<u>10</u>	<u>473.20</u>	<u>327.97</u>
<u>11</u>	<u>478.61</u>	<u>337.17</u>
<u>12</u>	<u>484.14</u>	<u>346.60</u>
<u>13</u>	<u>487.76</u>	<u>348.34</u>
<u>14</u>	<u>492.62</u>	<u>350.11</u>
<u>15</u>	<u>497.56</u>	<u>352.73</u>

b. Narrow Body Rates of Pay

<u>B-737, B-757</u>		
<u>Year Group</u>	<u>CAP</u>	<u>F/O</u>
<u>1</u>	<u>347.80</u>	<u>120.29</u>
<u>2</u>	<u>386.47</u>	<u>231.88</u>
<u>3</u>	<u>388.42</u>	<u>241.31</u>
<u>4</u>	<u>390.56</u>	<u>246.58</u>
<u>5</u>	<u>392.75</u>	<u>252.02</u>
<u>6</u>	<u>394.89</u>	<u>257.60</u>
<u>7</u>	<u>397.05</u>	<u>263.24</u>
<u>8</u>	<u>399.25</u>	<u>269.04</u>
<u>9</u>	<u>401.43</u>	<u>274.95</u>
<u>10</u>	<u>406.04</u>	<u>284.82</u>
<u>11</u>	<u>410.73</u>	<u>295.14</u>
<u>12</u>	<u>415.40</u>	<u>305.75</u>
<u>13</u>	<u>419.59</u>	<u>307.27</u>
<u>14</u>	<u>423.80</u>	<u>308.78</u>
<u>15</u>	<u>428.90</u>	<u>310.33</u>

4. Hourly Rates – Effective First Day of January 2030 Bid Period

a. Wide Body Rates of Pay

<u>MD-10/11, DC-10, B-777F, A-300/310, B767F</u>		
<u>Year Group</u>	<u>CAP</u>	<u>F/O</u>
<u>1</u>	<u>422.56</u>	<u>128.43</u>
<u>2</u>	<u>469.46</u>	<u>291.42</u>
<u>3</u>	<u>470.42</u>	<u>291.82</u>
<u>4</u>	<u>472.30</u>	<u>297.64</u>
<u>5</u>	<u>474.16</u>	<u>303.61</u>
<u>6</u>	<u>476.10</u>	<u>309.66</u>
<u>7</u>	<u>478.01</u>	<u>315.87</u>
<u>8</u>	<u>479.90</u>	<u>322.14</u>
<u>9</u>	<u>481.79</u>	<u>328.62</u>
<u>10</u>	<u>487.39</u>	<u>337.80</u>
<u>11</u>	<u>492.96</u>	<u>347.28</u>
<u>12</u>	<u>498.66</u>	<u>356.99</u>
<u>13</u>	<u>502.39</u>	<u>358.79</u>
<u>14</u>	<u>507.39</u>	<u>360.61</u>
<u>15</u>	<u>512.48</u>	<u>363.31</u>

b. Narrow Body Rates of Pay

<u>B-737, B-757</u>		
<u>Year Group</u>	<u>CAP</u>	<u>F/O</u>
<u>1</u>	<u>358.23</u>	<u>123.89</u>
<u>2</u>	<u>398.06</u>	<u>238.83</u>
<u>3</u>	<u>400.07</u>	<u>248.54</u>
<u>4</u>	<u>402.27</u>	<u>253.97</u>
<u>5</u>	<u>404.53</u>	<u>259.58</u>
<u>6</u>	<u>406.73</u>	<u>265.32</u>
<u>7</u>	<u>408.96</u>	<u>271.13</u>
<u>8</u>	<u>411.22</u>	<u>277.11</u>
<u>9</u>	<u>413.47</u>	<u>283.19</u>
<u>10</u>	<u>418.22</u>	<u>293.36</u>
<u>11</u>	<u>423.05</u>	<u>303.99</u>
<u>12</u>	<u>427.86</u>	<u>314.92</u>
<u>13</u>	<u>432.17</u>	<u>316.48</u>
<u>14</u>	<u>436.51</u>	<u>318.04</u>
<u>15</u>	<u>441.76</u>	<u>319.63</u>

57. In no event, however, shall a pilot activated in an FDA crew position have an hourly rate of pay less than ~~\$100.00 per CH~~ 70% of Narrow Body First Officer, Year 2 longevity group.

D. International Override

1. A pilot who blocks out (as a required crewmember, deadheading crewmember, SCA or LCA) on a flight segment that originates from, arrives at a destination of, or makes an intermediate stop at a location outside the contiguous 48 states, shall earn international override for the trip containing that flight segment. A pilot who shows for a standby in a location outside the contiguous 48 states shall also earn international override for that standby, regardless of whether the pilot blocks out on any flights.
2. International override shall be paid in addition to all other compensation for a trip. International override shall be paid for trip guarantee and overage credit hours earned for that trip as follows:
 - a. Captain \$10.00 per hour
 - b. First Officer/RFO \$8.00 per hour

E. Checks

1. Pilots shall be paid by checks issued on the 15th and last days of each month.
 - a. The check issued on the 15th day of the month shall contain:
 - i. one-half of a new hire pilot's ~~monthly salary~~ credit hours earned for the bid period; or
 - ii. one-half of a pilot's BLG/RLG as awarded, adjusted for phase-in; and
 - iii. debits for compensation previously received but not earned (e.g., OTP, drop, no-show); and
 - iv. credits for compensation earned above BLG/RLG from the previous bid period but not yet received (e.g., make-up, overage); and
 - v. per diem earned in the previous bid period; and
 - vi. adjustments or reimbursements to the Company for other overpayments or underpayments. If an adjustment, other than an adjustment described in Section 3.E.1.a.iii., would reduce the pilot's check by 25% of the pilot's gross compensation or more, the adjustment may be made in a single lump sum, or in installments of 25% of the overpayment, at the pilot's option; provided, however, that:
 - (a) the pilot shall be given prior notice of any such adjustments; and
 - (b) any adjustment shall not exceed 25% of gross amount of the pilot's check without the pilot's consent; and
 - (c) the limits contained in this paragraph shall not apply to deductions the Company is required by law to make; and
 - (d) any adjustment shall not exceed the maximum adjustment permitted by law.

- b. The check issued on the last day of the month shall contain the remaining one-half of the pilot's awarded BLG/RLG, adjusted for phase-in (25.F.) and any other required deductions as described in Section 3.E.1.a. For a new hire pilot, the check issued on the last day of the month shall also contain the remaining one-half of the pilot's credit hours earned for the bid period.
2. A pilot may request automatic bank deposit of the pilot's payroll checks.

F. Ultra Long Range (ULR) Premium

1. If a pilot blocks out as a required crewmember, SCA, or LCA on a flight segment scheduled to exceed 16 block hours at the time the pilot was awarded/assigned the trip, the pilot shall earn the ultra-long range premium (ULR) for the trip containing that segment.
Example: A pilot operates a ten-day trip including a revenue segment between MEM-HKG, with a scheduled block time of 16:24. All other segments in that trip have block times less than 16 hours. The pilot earns the ultra-long range premium for the entire trip containing that segment.
2. The ultra-long range premium described in Section 3.F. shall be in addition to all other compensation for that trip (e.g., BKO, International Override). This premium shall be paid for trip guarantee and overage credit hours earned for that trip as follows:
 - a. Captain \$24.00 per hour
 - b. First Officer/RFO \$17.00 per hour

SECTION 4

MINIMUM GUARANTEES AND OTHER PAY PROVISIONS

Definitions

~~System-wide Average Metric (SAM)—The Credit Hour (CH) average of regular and secondary lines, system wide. Secondary lines that are constructed solely with reserve days shall not be included in the average.~~

A. Minimum Bid Period Guarantee

1. ~~A~~Except as provided in Section 23.A.1.a., a pilot shall have the following minimum bid period guarantee, ~~except as provided in Section 4.A.2. through A.5.:~~
 - a. 68 CH in a 4-week bid period.
 - b. 85 CH in a 5-week bid period.
 - c. 102 CH in a 6-week bid period.

~~2. Change to Minimum Bid Period Guarantee~~

2. ~~a.~~ A pilot's minimum bid period guarantee shall be reduced by the net number of CH by which the pilot's actual credit hour compensation for a bid period is less than the pilot's BLG/RLG as a result of activities being dropped from the pilot's awarded line with reduced pay or without pay.

Examples of reduced pay include: trips dropped and trip traded down to a lesser value.

Examples of trips dropped without pay include: pilot requested drops, phase-in conflict, transition to inactive pay status, emergency drop and disciplinary suspension.

- ~~b. If the System Wide Average Metric (SAM) falls below 68/85/102 CH for two consecutive bid periods, unless otherwise agreed to by the Association, the Company shall employ the measures set out in Section 4.A.2.b.i.~~
 - ~~i. The Company and the Association shall agree to the sequence and extent of the following:~~
 - ~~(a) Offer voluntary leaves of absences in certain crew positions as determined by the Company;~~
 - ~~(b) To an extent determined by the Company, consider an early retirement incentive as provided in Section 23.C.;~~
 - ~~(c) Administer Section 25.L.6. (Make-Up), system-wide, such that a pilot will not be eligible for a make-up assignment unless the pilot has at greater than a zero (i.e., at least 0:01) CH bank balance;~~
 - ~~(d) Reduce the BLG limit found in Section 25.L.8. (Trading with Open Time), system-wide, from +12 CH to +6 CH;~~

- ~~(e) If not already employed prior to Section 4.A.2.b. being triggered, limit the construction of carryover TAFB into the subsequent bid period as follows:~~
- ~~(1) In crew positions whose average BLG is below 68/85/102 CH, domestic carryover shall be limited to 48 hours TAFB; and~~
 - ~~(2) In crew positions whose average BLG is below 68/85/102 CH, international carryover shall be limited such that no more than 2% of total CH in any bid period package shall be attributable to carryover flying in excess of 168 hours TAFB;~~
- ~~ii. The application of Section 4.A.2.b. shall cease when the SAM climbs above 70/87/105 CH for two consecutive, non-peak bid periods, or as otherwise agreed by the Company and the Association.~~
- ~~c. If the System Wide Average Metric (SAM) has fallen below 64/80/96 CH for two consecutive bid periods, notwithstanding the application of Section 4.A.2.b., the minimum bid period guarantee shall be reduced to a minimum of 54/68/81 CH. For the bid periods during which Section 4.A.2.c. is implemented, unless otherwise agreed to by the Association, the following shall apply:~~
- ~~i. The measures provided in Section 4.A.2.b., except for 4.A.2.b.i.(e) which shall not be applicable;~~
 - ~~ii. At least 85% of all lines, system wide, shall be constructed so that such lines are no more than 13 CH (17 CH in a 5 week bid period, or 22 CH in a 6 week bid period) greater than the lowest paid regular line;~~
 - ~~iii. At least 95% of all lines, system wide, shall be constructed so that such lines are no more than 16 CH (20 CH in a 5 week bid period, or 25 CH in a 6 week bid period) greater than the lowest paid regular line;~~
 - ~~iv. Regular and secondary lines for crew positions in which there are fewer than 100 active pilots who are available for line flying are excluded from the calculations and constraints set forth in Section 4.A.2.c.ii. and iii. above;~~
 - ~~v. In any bid period when the average BLG is less than 64 CHs (81 in a 5 week bid period, or 96 in a 6 week bid period) in a crew position, the Company shall construct reserve lines in that crew position with a minimum of 1 less reserve day than allowed per Section 25.D.3. In any bid period when the average BLG is less than 59 CHs (76 in a 5 week bid period, or 92 in a 6 week bid period) in a crew position, the Company shall construct reserve lines in that crew position with a minimum of 2 less reserve days than allowed per Section 25.D.3. For purposes of this paragraph, the calculation of BLG for a crew position shall not include lines that are more than 16 CH (20 CH in a 5 week bid period, or 25 CH in a 6 week bid period) greater than the lowest paid regular line, system wide;~~

- ~~vi. The Company may establish a Buy Up Value (BUV) above 54/68/81 CH in order to comply with Section 4.A.2.c.ii. and iii;~~
 - ~~vii. Publish a System Bid to rebalance staffing among the crew positions in the Company's fleets;~~
 - ~~viii. There shall be no volunteer flying;~~
 - ~~ix. Employ other measures as agreed upon by the Company and Association;~~
 - ~~x. Unless otherwise agreed by the Association, if the SAM has fallen below 56/70/84 CH for two consecutive bid periods, the Company shall institute a Maximum Line Value (MLV) as described in Section 4.A.6. below. When the SAM meets or exceeds 64/80/96 for two non-peak consecutive bid periods, MLV shall cease to apply;~~
 - ~~xi. If the SAM meets or exceeds 66/82/99 CH for two non-peak consecutive bid periods, the minimum bid period guarantee shall return to the normal limits set forth in Section 4.A.1. in the following bid period, though the provisions of Section 4.A.2.b. may still be applicable. Nothing in this paragraph shall restrict the ability of the Company to otherwise exit Section 4.A.2.b. or c.; and~~
 - ~~xii. If the Company hires a pilot(s) and adds the pilot(s) to the Master Seniority List, other than pursuant to a court order or arbitration award, the Company shall exit Section 4.A.2.b. effective with the first day of the bid period immediately following the Date of Hire.~~
3. A pilot who is in an inactive pay status during an entire bid period shall not have a minimum bid period guarantee for such bid period.
 4. When a pilot returns to active pay status during a bid period for which the pilot was not awarded a bid line (e.g., Section 25.I.1.a., Custom lines), the pilot's minimum bid period guarantee shall be prorated based on the number of days in which the pilot is in active pay status during that bid period.
 5. A new hire pilot covered by Section 3.A., shall not have a minimum bid period guarantee. When the pilot is activated into the pilot's first crew position following initial new hire training, the pilot's minimum bid period guarantee shall be prorated based upon the number of days in the bid period following the pilot's activation.

~~6. Maximum Line Value (MLV)~~

~~When Section 4.A.2.c.x. is in force, for the purposes of establishing a Maximum Line Value (MLV), the following shall apply:~~

- ~~a. The initial value for a crew position shall be a pilot's awarded BLG (excluding carryover), plus an additional CH value (that has been designated for that specific crew position) which shall be between 4 and 12 CH.~~

- ~~b. By written agreement of the Vice President, Flight Operations and the FedEx MEC Chairman, MLV may be changed to any value higher than a pilot's awarded BLG + 12:00 CH. The timing of any change in MLV shall be as agreed upon by the VP and the MEC Chairman.~~
- ~~c. Administration of MLV~~
- ~~i. Prior to open time release, a pilot's line, including carry-in, shall be limited to MLV.~~
- ~~ii. Carry-in CH and activities removed due to vacation, count toward MLV. Recurrent training pay does not count towards MLV, except where designated in accordance with Section 25.E.4.b.iv. for secondary line awardees.~~
- ~~iii. If, after processing conflicts, a pilot's awarded line exceeds MLV, the following shall occur:~~
- ~~(a) During the bid period processing conflict window, the pilot shall have the ability to drop activities in order to bring the pilot's line within the MLV drop range. The process for doing so shall be as follows:~~
- ~~(1) A pilot shall have the ability to drop a trip(s)/R-day block(s) from the pilot's line, provided that the value of the pilot's line after the adjustment, is within the MLV drop range.~~
- ~~(2) If a pilot is unable to bring the pilot's line within the MLV drop range, the pilot shall have the ability to drop a trip(s)/R-day block(s) until the drop(s) would bring the pilot's line below the MLV drop range.~~
- ~~(3) Ordinarily, activities scheduled in whole or in part on the following days (i.e., base days): New Year's Eve, New Year's Day, Thanksgiving Day, Christmas Eve, or Christmas Day will not be dropped.~~
- ~~(b) If the application of Section 4.A.6.c.iii.(a) does not result in an MLV-compliant line (e.g., not enough CH dropped, submission for dropping activities over holiday, no combination of activities that meet the MLV drop range), the Company shall drop activities, as necessary, to bring the pilot's line within the MLV drop range. If it is not possible to drop activities that bring a pilot's line within the MLV drop range, then activities shall be dropped to bring the pilot's line below MLV by the least amount possible. If the only means of bringing a pilot's line below MLV is to drop a trip or activity scheduled in whole or in part on the following days: New Year's Eve, New Year's Day, Thanksgiving Day, Christmas Eve or Christmas Day; whether to drop that activity shall be at the Company's discretion.~~

- ~~(c) All activities dropped due to MLV shall be treated as carry-in conflicts and shall be eligible for phase-in make-up, subject to the limitation contained in Section 4.A.6.c.iii.(d). The pilot shall be notified of all trips dropped due to MLV.~~
- ~~(d) Pilots eligible to participate in the View/Add window may not increase their lines above MLV.~~
- ~~(e) MLV shall not apply after the release of open time.~~

B. Bid Line Guarantee (BLG)

A pilot who is awarded a regular line shall have a BLG equal to the total of the trip guarantees for all trips on the line, excluding that portion of the CH of a carryover trip allocated to the next bid period as provided in Section 4.G. Prior to any adjustments, however, a BLG shall not be less than the minimum bid period guarantee as provided in Section 4.A.1. If the sum of trip guarantees for trips on a pilot's regular line is less than the minimum bid period guarantee, such pilot's BLG shall be increased to the minimum bid period guarantee.

C. Reserve Line Guarantee (RLG) and R-Day Value

A pilot who is awarded a reserve line shall have an RLG equal to the value of an R-day multiplied by the number of R-days scheduled on a reserve line for the bid period package (i.e., up to a maximum of 15, 19, or 23 days). The value of an R-day shall be determined by dividing 96% of the average BLG for regular lines published in the bid period package by the number of R-days scheduled on a reserve line for the bid period package and then rounding that amount to the nearest minute. Prior to any adjustments, however, an RLG shall not be less than the minimum bid period guarantee as provided in Section 4.A.1.

D. Mini-RLG

If a pilot's schedule has both trips and R-days in the same bid period (i.e., secondary, or custom line, or carryover R-days), the following shall apply:

1. The value of all such R-days shall comprise a mini-RLG. Credit hour accrual for assignments on such R-days shall be the same as for a regular RLG.
2. CH earned prior to an R-day shall apply toward reserve leveling.
3. CH earned in reserve status in excess of a pilot's mini-RLG shall be paid in addition to the pilot's BLG as provided in Section 4.H.7. (100% up to RLG, 150% for CH over RLG).

E. Secondary and Custom Line Guarantee

1. Secondary Line Guarantee

Once constructed, a secondary line shall have a BLG or RLG as follows:

- a. A secondary line comprised entirely of trips shall have a BLG computed as provided in Section 4.B.
- b. A secondary line comprised of trips and R-days shall have a BLG equal to the sum of the trip guarantees (for trips scheduled on the line) and R-day values (for R-days scheduled on the line). Prior to any adjustments, however, the BLG shall not be less than the minimum bid period guarantee (as provided in Section 4.A.1.). The CH of a carryover trip shall be allocated between bid periods as provided in Section 4.G. The CH of a carryover R-day(s) shall be allocated to the subsequent bid period.
- c. A secondary line comprised entirely of R-days shall have an RLG computed as provided in Section 4.C.
- d. Considering regular and secondary lines together, the spread between the high and low line in a given crew position shall not exceed 13 CH.

2. [Reserved]

3. Custom Line Guarantee

- a. If a pilot is assigned a custom line (as described in Section 25.I.), and the pilot does not otherwise have a BLG/RLG for the bid period, the pilot shall have a BLG/RLG for the pilot's custom line computed as provided in Section 4.B., C., or E.1.b., as applicable. Prior to any adjustments, however, the minimum bid period guarantee shall not be less than the minimum BLG/RLG prorated as provided in Section 4.A.4.
- b. If a pilot is assigned a custom line (as described in Section 25.I.), and the pilot has a BLG/RLG for the bid period (e.g., pay only line), the pilot's BLG/RLG for the bid period shall be the greater of the pilot's original BLG/RLG or the BLG/RLG for the pilot's assigned custom line computed as provided in Section 4.E.3.a.

F. Trip Guarantee

1. A pilot's trip guarantee shall be the scheduled credit hour (SCH) value of the trip when the trip is awarded/assigned to the pilot (e.g., bid award, trip trade, open time assignment) or when the pilot blocks out on the trip, whichever is greater. The credit hour (CH) value for a trip is computed as the higher of:
 - a. Trip rig, plus revenue block hours in excess of 10 hours in any duty period; or
 - b. The sum of the credit hour values of the duty periods. The credit hour value of each duty period is computed as the highest of:

- i. minimum pay per duty period (MPDP); or
 - ii. block hours; or
 - iii. duty rig.
2. Computation of Credit Hour Values
 - a. Trip Rig

Trip rig is 1 CH for each 3.75 hours of time away from base (TAFB), rounded to the nearest minute.
 - b. Minimum Pay Per Duty Period (MPDP)

A pilot may earn a maximum of 1 MPDP per duty period as follows:

 - i. MPDP-1

Duty periods during a trip, when such trip contains at least one layover, shall have an MPDP-1 of ~~33:12~~ CH.
 - ii. MPDP-2

A duty period comprised exclusively of a trip which departs and returns to base in the same duty period shall have an MPDP-2 of ~~66:24~~ CH.
 - iii. MPDP-E

A duty period which operates into and out of a designated MPDP-E sort facility shall have an MPDP-E of ~~66:24~~ CH when the duty period neither originated nor terminated at base.
 - iv. MPDP-F

The final duty period of a trip, which is comprised of revenue flying then deadhead to base, shall have an MPDP-F of ~~99:36~~ CH when:

 - (a) the flight sequence originates at a layover city; and
 - (b) operates to a designated sort facility; and
 - (c) transits such facility and operates to another city; and
 - (d) transits such city and concludes with a deadhead by air to base.
 - v. Designated Sort Facilities

For MPDP-E and MPDP-F, the designated sort facilities are MEM, IND, EWR, OAK, ORD, AFW, GSO, LAX, ANC, CAN, CDG and any additional sort facilities so designated by agreement between the SIG and the Vice President, Flight Operations. The primary sort facility for an FDA shall be the designated sort facility for purposes of MPDP-E and MPDP-F on such trips.

c. Block Hours

Block hours are computed as 1 CH for each 1 hour from block-out to block-in computed on a minute by minute basis.

d. Duty Rig

i. Domestic Day Duty Rig

Duty rig is computed as 1 CH for each 2.0 hours on duty within a single duty period, rounded to the nearest minute, when that duty period has a showtime between the hours of 0500 and 1559 LBT.

ii. Domestic Night Duty Rig

Duty rig is computed as 1 CH for each ~~1.92~~1.5 hours on duty within a single duty period, rounded to the nearest minute, when that duty period has a showtime between the hours of 1600 and 0059 LBT.

iii. Domestic Critical Duty Rig

Duty rig is computed as 1 CH for each 1.5 hours on duty within a single duty period, rounded to the nearest minute, when that duty period has a showtime between the hours of 0100 and 0459 LBT.

iv. International Duty Rig

Duty rig is computed as 1 CH for each ~~1.92~~1.73 hours on duty within a single international duty period, rounded to the nearest minute.

G. Allocation of Carryover

1. Carryover R-Days (into Regular or Reserve Line)

The following shall apply to carryover R-days on which no trip is assigned, for regular and reserve line holders:

- a. Carryover R-day(s) shall have the R-day value for the bid period in which they occur;
- b. If the pilot holds a reserve line in the second bid period, carryover R-days shall be added to the RLG for such bid period;
- c. If the pilot holds a regular line for the second bid period, carryover R-days shall be paid in addition to the BLG for such bid period.

2. Carryover R-days (into Secondary Line)

A secondary line holder with carryover R-days may designate the amount of the pilot's carryover R-day CH to be applied toward the new bid period's BLG or RLG, as applicable. The default setting shall be 0 (zero) CH applied toward the new bid period's BLG/RLG. Such designation shall be made during the monthly View/Add window, as described in Section 25.E.4.b.iii.

3. Carryover Trips

- a. The total credit hour value of a carryover trip shall be computed as a single trip as provided in Section 4.F. (Trip Guarantee).
- b. The total credit hour value for the carryover trip shall be divided between the two bid periods in which the trip occurs as follows:

- i. All Trips

- (a) If the trip guarantee for the carryover trip is based on trip rig, the first bid period BLG or RLG shall include trip rig for the portion of the carryover trip scheduled to occur in the first bid period; provided, however, if the last duty period of such trip begins in the first bid period, the first bid period BLG or RLG shall include full trip guarantee.
- (b) If the trip guarantee for the carryover trip is based on the sum of the duty periods, the first bid period BLG or RLG shall include the sum of the credit hour values of duty periods beginning in the first bid period.

- ii. Non-Reserve Trips (Carrying Over into a Regular or Reserve Line)

If the carryover trip was not a reserve trip, then the following shall apply:

- (a) If the pilot holds a BLG in the second bid period, the remainder of trip guarantee for the carryover trip shall be added to such BLG.
- (b) If the pilot holds an RLG in the second bid period, the remainder of trip guarantee shall be paid in addition to such RLG, and shall not be credited toward RLG but shall be credited toward leveling.

- iii. Non-Reserve Trips (Carrying Over into a Secondary Line)

If the carryover trip was not a reserve trip, then a secondary line holder may designate the amount of the pilot's carryover CH to be applied toward the new bid period's BLG or RLG, as applicable. If the secondary or custom line holder has a mini-RLG, the pilot's designated carryover CH shall not be credited toward mini-RLG or leveling. The default setting shall be 0 (zero) CH applied toward the new bid period's BLG/RLG. Such designation shall be made during the monthly View/Add window, as described in Section 25.E.4.b.iii.

- iv. Reserve Trips (Carrying Over into a Regular or Reserve Line)

If the carryover trip was a reserve trip, the following shall apply:

- (a) If the pilot holds a BLG in the second bid period, the pilot's carryover R-days shall constitute a mini-RLG for the second bid period. The remainder of trip guarantee for the carryover trip shall be credited toward mini-RLG and leveling.

(b) If the pilot holds an RLG in the second bid period, the remainder of trip guarantee shall be credited toward such RLG and leveling.

v. Reserve Trips (Carrying Over into a Secondary Line)

If the carryover trip was a reserve trip, a secondary line holder shall be afforded the same designation opportunity and default as provided in Section 4.G.3.b.iii. above. If the secondary line holder has a BLG with mini-RLG in the second bid period, the pilot's carryover R-days shall be added to the mini-RLG for the second bid period. The pilot's designated carryover CH, if any, shall be credited toward mini-RLG and leveling.

c. Notwithstanding other provisions of this paragraph, compensation for carryover trips flown in VLT/DRF/CMU status shall be paid on the 15th of the month following the bid period in which the trip originated; provided, however, that overage accrued on such trips shall be paid on the 15th of the month following the bid period in which the trip terminated.

H. Reserve Credit Hour Accrual

1. A pilot who is assigned a trip(s) or base standby in reserve status shall have the trip guarantee or standby pay credited toward the pilot's leveling and/or RLG as follows:
 - a. For leveling, trip guarantee or standby pay shall be credited upon assignment.
 - b. For RLG, trip guarantee or standby pay shall be credited when that pilot:
 - i. actually blocks out on the trip;
 - ii. shows for the standby;
 - iii. is bumped from the trip or standby; or
 - iv. is removed from the reserve assignment for sick leave in accordance with Section 14.B.5.b. (Sick Leave).
2. If a reserve pilot's R-day(s) is removed for vacation or training, other than initial, transition, upgrade (ITU) training, an R-day value shall be credited on the first day of the bid period toward the pilot's leveling and RLG for each R-day removed.
3. If a reserve pilot's R-day(s) is removed with pay for jury service, bereavement, or Association business, an R-day value shall be credited toward leveling and RLG for each R-day removed.
4. If a reserve pilot is removed from a reserve trip prior to actual block-out for the reasons stated in Section 4.H.4.a. (this paragraph), the pilot's RLG shall be credited as provided in Section 4.H.4.b., c., and d.
 - a. A reserve pilot removed from a trip for the following reasons shall return to the pilot's reserve schedule:
 - i. trip canceled (Section 25.H.2.a.);

- ii. trip revised to extend beyond R-days (Section 25.M.1.b.);
 - iii. early show without notice (Section 25.H.2.c.);
 - iv. weather restrictions (Section 25.H.2.f.);
 - v. FAR or other governmental authority (Section 25.H.2.g.);
 - vi. Contract limitations (Section 25.H.2.h.).
- b. If the pilot is removed from the trip via VIPS more than 1:30 hours prior to the pilot's scheduled showtime for an R-1.5 reserve, more than 2 hours for an R-2, more than 3 hours for an R-3, or more than 20 hours for an R-24, the pilot shall receive no credit for that trip.
 - c. If the pilot is removed from the trip via VIPS 1:30 hours or less prior to the pilot's scheduled showtime for an R-1.5 reserve, 2 hours or less for an R-2, 3 hours or less for an R-3, or 20 hours or less for an R-24, the pilot shall be credited 3 CH showpay toward the pilot's RLG.
 - d. If the pilot is removed from the trip via VIPS at or after the pilot's scheduled showtime, the pilot shall receive 3 CH showpay toward the pilot's RLG.
 - e. The VIPS information is used solely to time stamp the change in assignment. Showpay will be based upon this time stamp. Pilot availability is determined by Section 25.M.3.g.ii.
- 5. A reserve pilot shall not receive the 3 CH showpay described in Section 4.H.4.c. or d., if the pilot is removed from the trip and is assigned a trip scheduled to depart in the same duty period.
 - 6. If a reserve pilot is entitled to additional compensation, as provided in Section 4.X. (FAR extension), Section 4.Z. (recall from rest), Section 4.BB.8. (reserve overage), Section 4.CC. (weather replacement), Section 4.GG. (critical period pay event), 4.HH. (intermediate stop pay), Section 12.D.10. (grid penalties), or Section 25.M.3.d.vii. (disruption for RP change), that pay shall be compensated in addition to the pilot's BLG/RLG.
 - 7. CH accrued on R-days shall be compensated as follows:
 - a. at 100% of the pilot's normal pay rate for CH earned up to the RLG for that fleet in that bid period.
 - b. at 150% of the pilot's normal pay rate for CH earned over the RLG for that fleet in that bid period.
 - 8. Overage CH shall be credited to RLG or compensated in addition to BLG/RLG as provided in Section 4.BB.8.
 - 9. A reserve pilot who voluntarily accepted a reserve assignment that was scheduled to extend beyond the end of the pilot's block of R-days shall have that portion of that trip that extended beyond the pilot's scheduled block of R-days compensated

at 150% in addition to RLG. The calculation of the portion of the pilot's trip to be compensated at 150% shall be done in the same manner as a carryover trip, as provided in Section 4.G.3.b.i.(a).

I. Adjustments to BLG/RLG

1. Phase-In Conflicts

- a. If a pilot is removed from a trip(s) or R-day(s) at the beginning of a bid period due to a phase-in conflict (Section 25.F.), the value of such trip(s) or R-day(s) shall be deducted from the pilot's new bid period BLG/RLG.
- b. If a pilot is removed from a trip(s) or R-day(s) to protect minimum scheduled days off, the value of such trip(s) or R-day(s) shall be deducted from the pilot's BLG/RLG.
- c. If a pilot is awarded a line in a pay only status, phase-in conflicts on such line, if any, shall be processed as provided in Section 4.I.1.a.

2. Trip Trades and Trip Drops

- a. If a pilot drops a trip for which the pilot was entitled to trip guarantee, or trades a trip(s) for a trip(s) of lesser value, the pilot's BLG shall be reduced by the value of the trip dropped or by the difference in the value of the traded trips.
- b. If a pilot trades a trip(s) for a trip(s) of higher value, the pilot's BLG shall be increased by the difference in the value of the trips.

3. Pay During a Jury Service Absence

If a pilot is removed from any activity, as provided in Section 25.Y. (Jury Service), the pilot shall be compensated as follows:

- a. For in-person jury service, pay protection shall be as provided in Section 25.Y.[36](#).a.
- b. For call-in jury service, pay protection shall be as provided in Section 25.Y.[36](#).b.

4. Recurrent Training Pay (Other than Line Checks)

- a. If a pilot's recurrent training is scheduled other than as provided in Section 25.C.12.d.iii.(b), [the pilot shall earn guarantee for the training \(except for a no show\), and](#) the following shall apply:
 - i. When a pilot is scheduled for recurrent training on a scheduled day off (including a day(s) off generated due to phase-in conflict), the pilot shall be compensated 4:30 CH for each such day, in addition to BLG/RLG, except as provided in Section 4.I.7.

[\[Note: With the change in the 2015 CBA from "attends" to "scheduled for," training is now added to BLG, with payment the month of the training \(not](#)

[the following month\). Thus, the delay in pay deductions for phase-in conflicts that Paragraph S of the FDA provided for is no longer needed. Paragraph S will be suspended.\]](#)

- ii. If a pilot is awarded/assigned recurrent training in conflict with a trip or block of R-days, the pilot's pay shall be handled as provided in Section 4.I.1.a. (phase-in conflicts). If the pilot's recurrent training conflicts with a block of R-days, the entire block shall be dropped as a phase-in conflict and the pilot shall not be responsible for any of the R-days in that block.
 - iii. If a pilot receiving recurrent training is removed from a trip(s) to protect minimum scheduled days off, the pilot's pay shall be handled as provided in Section 4.I.1.b.
- b. If a secondary line holder is scheduled for recurrent training other than as provided in Section 25.C.12.d.iii.(b), the pilot shall designate whether or not the pilot's recurrent training credit hours (4:30 CH for each such day) are to be counted toward the pilot's BLG/RLG. The default setting shall be for those credit hours not to count toward the pilot's BLG/RLG. Such designation shall be made during the View/Add window.
- c. If a pilot's recurrent training is scheduled as provided in Section 25.C.12.d.iii.(b), the following shall apply:
- i. If a pilot is removed from a trip(s) for which the pilot has trip guarantee, due to a conflict with recurrent training, the pilot shall earn the trip guarantee for that trip(s). The pilot's eligibility for substitution shall be governed by Section 25.H.4.b. (Substitution).
 - ii. If a pilot receiving recurrent training is removed from a trip(s) to protect minimum scheduled days off, the pilot shall earn trip guarantee for that trip(s). The pilot's eligibility for substitution shall be governed by Section 25.H.4.b. (Substitution).
 - iii. If a pilot attends recurrent training on a scheduled day off, or on a combination of days off and trip days, the following shall apply:
 - (a) if no trip was removed due to recurrent training or minimum days off, the pilot shall be compensated 4:30 CH per day, in addition to BLG/RLG, except as provided in Section 4.I.7.
 - (b) if a trip was removed due to recurrent training or minimum days off, and the total number of training days exceeds the number of trip days removed, the excess days shall be compensated at 4:30 CH per day.
 - iv. If a reserve pilot attends recurrent training on an R-day, the R-day value shall be credited toward the pilot's leveling and RLG.

- v. If a reserve pilot attends recurrent training on a scheduled day off the following shall apply:
 - (a) if the pilot has not waived the pilot's minimum days off protection as provided in Section 25.E.1.b., (minimum day off protection for recurrent training), an R-day shall be removed from the pilot's line and the R-day value shall be credited toward the pilot's leveling and RLG; or
 - (b) if the pilot has waived the pilot's minimum days off protection, no R-day shall be removed from the pilot's line and the pilot shall earn 4:30 CH in addition to the pilot's RLG.
 - d. A pilot who completes distance learning-based training shall earn 1 CH for each 2 scheduled hours of that training, or portion thereof. That compensation shall be in addition to BLG/RLG.
5. Initial, Transition, Upgrade (ITU) Training Pay
- a. A pilot in ITU training for an upgrade award or as a result of a crew position assignment shall earn a minimum of the pilot's BLG/RLG, adjusted as described in Section 4.I.1. (Phase-In Conflict), excluding carryover CH. If the pilot does not have a BLG/RLG (e.g., returning from a leave of absence), the pilot shall be assigned a prorated RLG (4 days of work for every 7 days available) for the pilot's crew position based on the number of days the pilot is in active pay status during the remainder of the bid period.
 - b. For any bid period not completely covered by a pilot's ITU footprint, in which the pilot is awarded a secondary line, the value of the pilot's ITU to be applied toward the pilot's BLG/RLG shall be a prorated portion of the credit hour value of average BLG for the pilot's crew position. This pro-ration shall be calculated by dividing the number of days underneath the pilot's ITU footprint, in the bid period, by the total number of days in the bid period (28, 35, or 42), rounded to the nearest whole number.
 - c. A pilot in ITU training for a lateral or down bid, other than a pilot who was assigned into that crew position, shall be awarded a line in pay only status. The pilot shall not be compensated for any carryover CH on the pilot's pay only line.
 - d. A pilot in ITU training will only be compensated for the carryover credit hours the pilot actually flies and any remaining carryover credit hours shall be eligible for make-up.
 - e. For the bid period in which the pilot completes OE, the pilot shall be compensated the greater of:
 - i. the pilot's pay only line; or
 - ii. the higher of SCH or ACH for OE trips, plus 4:30 CH for each day the pilot received or showed for scheduled training other than OE.

6. Requalification Training Pay

- a. If a pilot receiving requalification training does not hold a pay only line, pay for requalification training shall be as described in Section 4.1.4. (recurrent training pay), or 1.5. (ITU training pay), whichever is applicable based on the extent of the training necessary to accomplish requalification.
- b. If a pilot receiving requalification training holds a pay only line, the pilot shall be compensated as provided in Section 4.1.5. (ITU training pay).
- c. The Company shall notify a pilot requiring requalification training, via VIPS, of a potential lapse in currency at least 14 days prior to the lapse.

i. Maintaining currency

(a) A pilot whose request for use of the simulator is approved, shall receive pay from the Company and treated like a pilot who has been assigned to train at a location other than the pilot's base (Section 11.E.1.g.) when that pilot uses a simulator to maintain landing currency (i.e., Landing Currency Training, (LCT)) so long as the pilot did not need to use the simulator to maintain landing currency (LCT) in the prior 90 days. Pay with the associated Section 11.E.1.g. benefits for consecutive uses of the simulator to maintain landing currency (LCT) shall be at the discretion of the Fleet Captain upon consideration of proactive efforts the pilot made to maintain currency.

[Note: A pilot's Continuing Qualification shall be counted as if the landings occurred in the aircraft when the simulator is requested.]

[Resolve Administrative Grievance 17-13: compensate "affected pilots" 2:15 CH at their applicable pay rate as of the date of the denial. "Affected pilots" are the pilots who were denied pay for maintaining landing currency in the simulator from March 2017 through the present.]

(b) Pilots who are approved to use a simulator away from their base to maintain landing currency but are not eligible for pay, along with the associated 11.E.1.g. benefits, as provided above in Section 4.1.6.c.i.(a), shall have the ability to use their deviation bank for travel to/from the simulator location.

ii. If the pilot does not maintain currency, the following shall apply:

(a) ~~i-~~trips or R-days shall be dropped due to non-currency; and

(b) ~~ii-~~the pilot shall be eligible for make-up for any trips or R-days dropped as a result of non-currency; and-

(c) ~~iii-~~the pilot shall not be compensated for days spent in requalification training.

~~(d) iv.~~—A pilot is expected to take proactive steps to maintain currency. A pilot who makes reasonable efforts to maintain currency will not be penalized, e.g., schedules simulator and it cancels, or has trip scheduled and it cancels.

7. Pay Following Training Failure

- a. If a pilot incurs a training failure, the pilot shall continue to receive compensation as described in Section 4.1.4., 1.5. or 1.6. (recurrent, ITU or requalification training) as applicable, except that the pilot shall not be compensated for any subsequent training on a scheduled day off.
- b. A pilot awarded or assigned a lower-paying crew position, whose activation is delayed owing to the pilot's performance or unavailability (e.g., leave of absence, sick leave), will begin to earn the lower hourly rate of pay 90 days following the pilot's awarded/assigned training start date, unless the pilot's actual activation is sooner.

8. Bereavement Pay

A pilot removed from a trip(s) or R-day(s), as provided in Section 25.Z. (Bereavement Absence), shall be compensated for the portion of such activities in actual conflict with the bereavement absence as follows:

- a. If an R-day conflicts with a bereavement absence, an R-day value shall be credited toward leveling and RLG.
- b. If an entire trip conflicts with a bereavement absence, the pilot shall earn trip guarantee.
- c. If a portion of a trip conflicts with a bereavement absence, the following shall apply:
 - i. the pilot shall be paid for any portion of the trip which the pilot actually operated; and
 - ii. the pilot shall be paid for other portions of the trip that conflict with bereavement absence; and
 - iii. The CH remainder of trip guarantee (i.e., that part not compensated as bereavement pay, and not actually operated), multiplied by 100, 125, or 150%, as applicable based on the trip's assignment code, shall be:
 - (a) Charged to the pilot's sick bank; or
 - (b) If the pilot requests, charged to the pilot's vacation bank; or
 - (c) If the pilot requests, deducted from the pilot's BLG, and be eligible for make-up.

9. Training Support Pay

- a. If a pilot is scheduled to occupy a crew seat in support of another pilot's simulator training (or aircraft/FTD training in lieu thereof) on an R-day, at the pilot's base, the pilot shall be credited R-day value toward the pilot's leveling upon assignment and credited toward RLG if the pilot shows for such assignment. The pilot will have an R-day value deducted from the pilot's RLG, and receive no leveling credit, if the pilot no-shows such assignment.
- b. If a pilot, other than a pilot on an R-day, occupies a crew seat in support of another pilot's simulator training (or aircraft/FTD training in lieu thereof) the pilot shall earn 4:30 CH in addition to the pilot's BLG/RLG. If the pilot is a VLT/DRF/CMU pilot, such compensation shall be at 150% of the pilot's normal pay rate.

10. Military Absence

A pilot's BLG/RLG shall be reduced by the value of any trip(s) and/or R-day(s) dropped due to military obligations. Such pilot shall be eligible for make-up. A pilot is eligible to use available vacation CH to cover trip days in actual conflict with the pilot's military obligations. A pilot's use of vacation CH for military obligations shall not create a deficit in the pilot's vacation bank.

J. Effect of Line Revisions Prior to the Start of a Bid Period

If the Company revises a regular line following publication of a bid period package but prior to the close of the bidding for that bid period, the following shall apply:

1. The Company shall notify the affected pilots of the revision through VIPS and Administrative FCIF.
2. The line shall be awarded as revised at the time the bid closes.
3. The BLG for that line shall be the higher of BLG as originally published or as revised at the time the bid closes.

K. Correction of BLG/RLG Errors

1. If a line is published with a miscalculated BLG, the pilot awarded that line shall receive the higher of the published or the correctly calculated BLG, except that a pilot awarded a line with a BLG published as higher than the maximum permissible under line construction rules shall earn the highest BLG permissible under such rules.
2. The published RLG for a bid period package shall be revised to correct clerical or calculation errors.

L. Substitution

1. A pilot's substitution guarantee shall be the sum of all CH earned in substitution status (i.e., availability credits, airport hold credits, substitution base standby credits and pay for a substitution trip). A pilot shall earn trip guarantee for a substitution trip only if the pilot blocks out on such trip. As provided in Section 25.H.3.b.ii., if a pilot's substitution window is greater than 72 hours, and the pilot chooses not to remain eligible for substitution at 4 hours after showtime of the trip that caused substitution eligibility, the pilot shall be paid 18 CH toward trip guarantee and is eligible for OTP for the balance of trip guarantee.
2. If a pilot becomes eligible for substitution, the pilot shall be compensated as follows:
 - a. If the pilot accepts all substitution assignments and fulfills all availability requirements (as described in Section 25.H.3.), the pilot shall earn the greater of the trip guarantee for the original trip or substitution guarantee, provided, however, that a pilot shall not earn more than the trip guarantee for the pilot's original trip unless the value of the substitution assignments the pilot performs (i.e., trips, standbys, and airport holds) is greater than original trip guarantee; or
 - b. If the pilot forfeits trip guarantee (e.g., by refusing a substitution assignment or failing to remain available for contact), and neither accepts a reassignment trip nor enters OTP, the pilot shall earn substitution guarantee only; or
 - c. If the pilot accepts a reassignment trip, the pilot shall earn reassignment trip pay as determined by Section 25.H.10. and Section 4.M.; or
 - d. If the pilot enters OTP, the pilot shall earn compensation as determined by Section 4.N.; and
 - e. A pilot shall not earn both assignment trip CH and substitution availability CH during the same day of substitution eligibility.
3. If a pilot initially eligible for substitution remains available as provided in Section 25.H.3.b. through H.3.e. (availability periods), the pilot shall receive 6 CH toward the pilot's substitution guarantee for each availability period if:
 - a. during that availability period, the pilot was not offered a substitution trip; or
 - b. during that availability period, the pilot did not reject a substitution trip; and
 - c. the availability period was not entirely contained within the 72 hours in which no substitution assignment can begin as provided in Section 25.H.3.b.ii.
4. If a pilot is held for 4 hours at the airport following removal from the pilot's original or substitution trip, and does not block out on a substitution trip during that 4 hour window, the pilot shall earn 6 CH credit toward the pilot's substitution guarantee.

5. If a pilot forfeits trip guarantee, the pilot shall be eligible to make-up the value of the pilot's original trip guarantee less CH earned in OTP (if the pilot is in OTP) or the pilot's substitution guarantee (if the pilot is not in OTP).
6. If a pilot is eligible for substitution due to recurrent training, the recurrent training pay provided in Section 4.1.4.c.iii. shall be credited toward the pilot's substitution guarantee.

M. Reassignment Trip Pay

1. If a pilot accepts a reassignment trip the pilot shall be compensated the higher of trip guarantee for the original trip(s) calculated at 100% of the pilot's normal pay rate, or trip guarantee for the reassignment trip calculated at 125% of that rate, if:
 - a. the pilot blocks out on the reassignment trip; or
 - b. the pilot becomes eligible for substitution based on the pilot's reassignment trip; or
 - c. the Company removes the pilot from the pilot's reassignment trip for operational reasons (e.g., to replace a high minimums pilot).
2. If a pilot trades the pilot's reassignment trip, the pilot shall earn only the trip guarantee for the trip(s) assumed as a result of the trade.
3. If a pilot does not block out on a reassignment trip due to illness or injury, the pilot shall be compensated the trip guarantee of the reassignment trip (at 100% of the pilot's normal pay rate), and the pilot's sick bank shall be charged accordingly.

N. PMU (Priority Make Up) Trip Pay

1. A pilot in OTP shall be pay protected for the trip guarantee of the pilot's original trip for the remainder of the bid period in which the trip began plus three additional bid periods thereafter. The trip guarantee for the pilot's original trip shall then be deducted from the pilot's first paycheck after the pay protection ends (and subsequent paychecks if necessary).
2. If a pilot is assigned ~~an OTP~~ a PMU trip, the pilot shall earn trip guarantee.
3. CH for trips assigned ~~in OTP status~~ as PMU shall be compensated at 125% of the pilot's normal pay rate, except that CH earned for trips assigned ~~in OTP status~~ as PMU, which exceed the pilot's OTP eligibility shall be compensated at 100%.

Example:

A 12 CH trip and an 18 CH trip become eligible for substitution. The pilot holding those trips elects OTP and therefore has an OTP eligibility of 30 CH. The pilot flies a 24 CH PMU trip ~~in OTP status~~. These CH are paid at 125%. With 6 hours of OTP eligibility remaining (and before that eligibility expires), the pilot flies a 9 CH PMU trip ~~in OTP status~~. Six of these CH are paid at 125% and the other 3 CH are paid at 100%.

O. Base Standby Pay

1. A pilot on base airport or base hotel standby shall be guaranteed the higher of:
 - a. trip rig, with the TAFB commencing at the beginning of the first standby period and ending at the conclusion of the last standby period; or
 - b. an R-day value for each local base day in which there is a standby period, except as provided in Section 4.O.2. below.
2. If a pilot eligible for substitution is assigned a base standby (as provided in Section 25.H.5.d.), and does not block-out on a trip, the pilot shall be credited with 6 CH towards the pilot's substitution guarantee. If the pilot blocks out on a trip, the pilot shall be compensated the greater of trip guarantee for such trip or substitution availability credit.
3. If a pilot on base airport standby blocks out on a trip, the pilot shall earn the trip guarantee for that trip, with the calculation of MPDP and duty rig beginning at showtime of the standby period.
4. If a pilot on base hotel standby blocks out on a trip, the pilot shall earn the trip guarantee for that trip. Any eventual overage will be calculated based upon that trip.

P. Make-Up Pay

A pilot who is assigned a make-up trip shall be compensated as follows:

1. If a pilot is assigned a make-up trip, other than make-up sick or make-up vacation, the pilot shall earn trip guarantee.
2. Make-Up Sick (MUS), Make-Up Disability (MUD) and Make-Up Vacation (MUV)
 - a. If a pilot is assigned a MUS, MUD or MUV trip, the pilot shall earn trip guarantee if the pilot blocks out on such trip.
 - b. If a pilot is removed from a MUS, MUD or MUV trip prior to block-out, the pilot shall be credited as follows:
 - i. If the pilot is removed via VIPS more than 3:00 hours prior to the pilot's scheduled showtime, the pilot shall receive no credit for that trip.
 - ii. If the pilot is removed via VIPS 3:00 hours or less prior to the pilot's scheduled showtime the pilot shall be credited with 3 CH showpay.
 - iii. If the pilot is removed at or after the pilot's scheduled showtime, the pilot shall be credited with 3 CH showpay.
 - iv. Notwithstanding other provisions of this paragraph, if a pilot blocks out on another MUS, MUD or MUV trip with a showtime within 4 hours of the showtime of the original trip, the pilot shall not receive showpay for the first trip.

- c. If a pilot is removed from a MUS, MUD or MUV trip prior to block-out due to sick leave, the pilot shall not earn any CH for that trip and no deduction shall be made from the pilot's sick leave account.

Q. Volunteer (VLT), Draft (DRF), and Compensatory Make-Up (CMU) Pay

A pilot who is notified of a VLT trip or has accepted a DRF trip shall be compensated as follows:

1. Except as provided in Section 12.C.2.c.iii. (taxi/air turn back to base), and Section 8.C.1.f.iii. (deviation trip schedule change), if a pilot blocks out on a VLT/DRF trip, the pilot shall earn trip guarantee at 150% of the pilot's normal pay rate and overage, if any, as provided in Section 4.BB. Such compensation shall be in addition to BLG/RLG.
2. If a pilot is removed from a VLT/DRF trip prior to block-out, the pilot shall be compensated as follows.
 - a. If the pilot is removed via VIPS more than 3:00 hours prior to the pilot's scheduled showtime, the pilot shall receive no compensation for that trip.
 - b. If the pilot is removed via VIPS 3:00 hours or less prior to the pilot's scheduled showtime, the pilot shall earn 3 CH showpay at 150% of the pilot's normal pay rate.
 - c. If the pilot is removed at or after the pilot's scheduled showtime, the pilot shall earn 3 CH showpay at 150% of the pilot's normal pay rate.
 - d. A pilot who is removed from multiple VLT or DRF trips within the same duty period shall receive a maximum of one showpay associated with such duty period.
3. A pilot who is removed from a VLT or DRF trip and blocks out on another VLT or DRF trip with a showtime within 4 hours of the showtime of the original trip shall not receive showpay for the first trip.
4. If a pilot is removed from a VLT or DRF trip prior to block-out due to sick leave, the pilot shall not earn any CH for that trip and no deduction shall be made from the pilot's sick leave account.
5. A pilot who is removed from a VLT or DRF trip after block-out due to sick leave shall be compensated at 150% of the pilot's normal pay rate for such trip. The CH charged to sick leave (as described in Section 14.B.5.) shall be charged at 150%.
6. For purposes of this Section, the provisions of Section 4.Q.1. through 4.Q.5. apply for a pilot assigned a CMU trip.
7. CH for trips assigned in compensatory make-up status shall be compensated at 150% of the pilot's normal pay rate, except that CH earned for trips assigned in compensatory make-up status, which exceed the pilot's compensatory make-up eligibility, shall be compensated at 100%.

R. Field Emergency Pay

1. If a pilot in field emergency pay status departs the pilot's location to position for the trip, or blocks out on the revenue portion of a trip, the pilot shall earn trip guarantee at 150% of the pilot's normal pay rate. The pilot shall be reimbursed for expenses incurred in positioning, as provided in Section 5.A.7. (authorized expenses), by submission of an expense report (a field emergency pilot's trip shall be constructed as provided in Section 25.R., in order to establish a credit hour value for the trip).
2. If a pilot accepts a field emergency trip and is removed from that trip prior to departing the pilot's location for the purpose of positioning for the field emergency trip, the pilot shall earn 3 CH paid at 150% of the pilot's normal pay rate.

S. Special Project Pay

A pilot assigned to special projects shall receive \$100 per hour worked on a scheduled day off, not to exceed 8 hours per day.

T. Priority Non-Premium (PNP)

1. A pilot eligible for PNP shall retain the priority status for the bid period the pilot was eligible for PNP plus one additional bid period. Thereafter, those CH revert to general make-up (M/U).
2. A pilot who is assigned a PNP trip shall earn trip guarantee, in the same manner as provided for a general make-up trip in Section 4.P.1.

U. Taxi Pay

1. A pilot who reports for or performs aircraft ground operations for a purpose other than flight, not during a trip or base standby, shall earn 3 CH or duty rig, whichever is greater.
2. A pilot who reports for or performs aircraft ground operations for a purpose other than flight, during a trip or base standby, shall earn 1 CH in addition to all other compensation due. This additional 1 CH shall be payable upon the pilot's submission of a pay log.

V. [Reserved]

W. Disruption Compensation

1. Trips held in the following pay codes are eligible for disruption pay: TRP, SON, SWP, SMU, M/U, ~~PNP~~, MUV, MUD, MUS, PDO, PNP, AFB, PRO, RSV (for R-24 pilots), and CIA. If a pilot's eligible trip is disrupted as provided in Section 25.S., the pilot shall receive disruption pay as follows:
 - a. Landing Disruption

~~0:30 CH for the first extra landing in a trip and~~ 1:30 CH per extra landing thereafter as provided in Section 25.S.2.a.

b. Duty Period Disruptions

1:30 CH for each duty period in which one or more of the disruptions described in Section 25.S.2.b. occurs, except that a deadhead deleted at the end of an international trip shall pay 3:00 CH (Section 25.S.2.b.ii.).

c. Layover Change Disruption

~~1:30 CH per trip for~~ For disruptions described in Section 25.S.2.c.:

i. 1:00 CH for one change per trip;

ii. 1:30 CH for two changes per trip; or

iii. 3:00 CH for three or more changes per trip

d. Crew Designation Disruption

1:30 CH for each flight in which a pilot who was awarded/assigned a crew designation as a Standard Crew member, and is assigned and operates as a Relief Pilot, or vice versa, as described in Section 25.S.2.d. Instances in which pilots mutually agree upon a role switch (e.g., for landing currency) do not qualify.

e. Out-and-Back Disruption

1:30 CH per trip for disruptions described in Section 25.S.2.e.

f. Single Layover Disruption

3:00 CH per trip for disruptions described in Section 25.S.2.f.

g. Day to Critical Disruption

1:30 CH per trip for disruptions described in Section 25.S.2.g.

2. The applicability of disruption pay is determined by comparing the trip as awarded/assigned with the trip as actually operated, regardless of intermediate revisions. A pilot must operate a disruption to receive the corresponding pay.
3. Except for the disruption due to a deadhead at the beginning or end of a trip being revised to operate, as provided in Section 25.S.2.b.ii., a disruption(s) is not payable based on events that occurred during a duty period that qualifies for extra duty period pay, as provided in Section 4.Y.

X. FAR Extension Pay

If a pilot's duty period is extended beyond the operational limits as provided in Section 25.T., the pilot shall earn an additional 3 CH at the pilot's normal pay rate.

Y. Extra Duty Period Pay

1. Trips held in the following pay codes are eligible for extra duty period pay: TRP, SON, SWP, SMU, M/U, ~~PNP~~, MUV, MUD, MUS, PDO, PNP, AFB, PRO, RSV (for R-24 pilots), and CIA. If the actual number of duty periods operated in a pilot's

eligible trip exceeds the number of duty periods scheduled when the pilot was awarded/assigned the trip, the pilot shall be compensated 3:30 CH at the pilot's normal pay rate for each additional duty period, in addition to all other compensation. Activities assigned during single day base standbys (airport or hotel) shall not generate extra duty period pay.

2. If a duty period qualifies for extra duty period pay, no disruptions, (except for the disruption due to a deadhead deleted at the beginning or end of a trip ~~being revised to operate~~, as provided in Section 25.S.2.b.ii.), are payable based on events that occurred during that duty period.
3. For purposes of determining extra duty period pay, a standby period(s) that is part of a multiple day trip, but is not attached to a duty period scheduled to contain flying shall count as one duty period. A hotel standby period counts as a duty period only for purposes of extra duty period pay; the provisions of Section 12 apply in all other cases.

Z. Recall From Rest Pay

If a pilot is recalled from a legal rest period (i.e., the pilot's legal rest period is interrupted, see Section 2.77), the pilot shall be compensated 3 CH, at the pilot's normal pay rate, in addition to all other compensation.

AA. Base Replacement Pay

1. If a pilot blocks out on a base replacement trip; (Section 25.Q.), the pilot shall earn the greater of trip guarantee for the pilot's original or replacement trip.
2. If a pilot described in Section 4.AA.1., is involuntarily assigned (Section 25.Q.2.) the pilot shall be compensated at 150% of the pilot's normal pay rate.
3. If a pilot blocks out on a base replacement trip, the pilot shall earn 3 CH base replacement pay at the pilot's normal pay rate in addition to all other compensation.
4. If a pilot's base replacement trip is canceled, the pilot shall earn the trip guarantee of the pilot's original trip.

BB. Overage Accrual and Compensation

1. Overage Compensation and Credit
 - a. Overage compensation shall be paid in addition to all other compensation to which a pilot is entitled, except as provided in Section 4.BB.1.b. through BB.1.f.
 - b. Overage CH for a reserve trip shall be credited and compensated as provided in Section 4.BB.8.
 - c. Overage CH for a substitution trip shall be credited and compensated as provided in Section 4.BB.9.
 - d. Overage CH accrued during a make-up vacation trip shall be applied toward a pilot's vacation bank.

- e. Overage CH accrued during a make-up sick trip shall be applied toward a pilot's disability sick account.
 - f. Overage CH accrued during an AFB trip shall be applied as provided in Section 18.E. (Association Fly Back).
2. For the purpose of computing overage compensation, SCH is equal to trip guarantee.
 3. If the revision or operation of a non-reserve trip causes a conflict with a pilot's subsequent trip or R-day, the following shall apply:
 - a. If the conflicted activity is an R-day, then:
 - i. if the pilot was available for any portion of the pilot's RP, the pilot shall be compensated both the overage earned and the value of the R-day.
 - ii. if the pilot was not available for any portion of the pilot's RP, the pilot shall be compensated the greater of the overage earned or the value of that R-day.
 - b. If the conflicted activity is a trip, it shall be removed and the following shall apply:
 - i. the pilot shall not be entitled to compensation for the removed trip if the pilot did not have trip guarantee for the dropped trip.
 - ii. if the removed trip was a substitution trip, the substitution trip shall not be credited toward the pilot's substitution guarantee, and the pilot shall remain eligible for substitution. The pilot's entitlement to trip guarantee for the pilot's original trip shall not be affected.
 - c. If the pilot has trip guarantee for the removed trip, the pilot may elect the following:
 - i. to have the trip in conflict dropped without pay, in which case the accrued overage shall be paid and the dropped credit hours shall be eligible for make-up; or
 - ii. If the pilot does not elect the option in Section 4.BB.3.c.i., the subsequent trip shall be removed with pay and the pilot shall be eligible for substitution.
 4. If the revision or operation of a reserve trip causes a conflict with a pilot's subsequent trip, the subsequent trip shall be removed and the following shall apply:
 - a. If the pilot did not hold trip guarantee for the subsequent trip, the pilot shall not be entitled to compensation for such trip.

- b. If the pilot held trip guarantee for the subsequent trip, the pilot may elect to have the trip in conflict dropped without pay, in which case the accrued overage shall be paid and the dropped credit hours shall be eligible for make-up.
 - c. If the pilot does not elect the option in Section 4.BB.4.b., the subsequent trip shall be removed with pay (as provided in Section 4.L.), and the pilot shall be eligible for substitution. If the removed trip was a substitution trip, that trip shall not be credited towards the pilot's substitution guarantee and the pilot shall remain eligible for substitution. The pilot's entitlement to trip guarantee for the pilot's original trip shall not be affected.
5. If a trip's ACH exceed OSC or the trip is operationally extended past its original scheduled return time, a pilot shall earn overage CH computed as the higher of:
 - a. ACH minus the sum of OSC for the trip and SCH of any subsequent trip(s) removed with pay due to actual conflict; or
 - b. trip rig computed for the time the extended trip conflicts with time the pilot was scheduled to be free from duty at base, if such time exceeds 2 hours.
6. If a trip extends 2 hours or less into time scheduled free from duty at base, overage CH shall be paid at the pay rate applicable to the extended trip; provided however, that overage CH for a PDO trip shall be paid to the pilot who operated the trip.
7. If a trip extends more than 2 hours into time scheduled free from duty at base, overage compensation for the first 12 CH shall be paid at 150% of the pilot's normal pay rate. If a pilot earns more than 12 CH of overage on a trip, the excess shall be paid at 200% of the pilot's normal pay rate.
8. Reserve Overage
 - a. If the ACH of a reserve trip exceed OSC and/or such trip is operationally extended 2 hours or less into time scheduled free from duty at base on a non R-day, all overage CH shall be applied to the pilot's RLG and leveling at 100%.
 - b. If a reserve trip extends more than 2 hours into time scheduled free from duty at base on a non R-day, overage CH shall be computed as trip rig for the period from scheduled trip termination until actual trip termination. Overage CH shall be applied as follows:
 - i. CH accrued on an R-day shall be applied toward leveling and credited toward RLG at 100%.
 - ii. CH accrued on time scheduled free from duty on a non R-day shall be applied toward leveling only at 100% and shall be compensated in addition to BLG/RLG at 150% of the pilot's normal pay rate.
9. Substitution Overage
 - a. If the ACH of a substitution trip exceed OSC or that trip is operationally extended 2 hours or less beyond the release time of the original trip, into time

scheduled free from duty at base, all overage CH shall be credited toward the pilot's original trip guarantee at 100%.

- b. If a substitution trip extends more than 2 hours beyond the scheduled termination of the pilot's original trip, into time scheduled free from duty at base, overage shall be computed as trip rig for the period from scheduled termination of the substitution trip until actual termination of that trip. Overage CH shall be applied as follows:
 - i. Overage CH accrued, if any, from the scheduled termination of the substitution trip until the scheduled termination of the original trip shall be credited toward trip guarantee of the original trip at 100%.
 - ii. Overage CH accrued from scheduled termination of the original trip until actual termination of the substitution trip shall be compensated at 150% of the pilot's normal pay rate.

CC. Weather Replacement Pay

A Captain, while away from base on a trip, who is removed from the pilot's scheduled activity to replace a weather restricted Captain earns weather replacement pay of 2:30 CH.

DD. [Reserved]

EE. Grid Penalty Event (GPE)

This paragraph applies to all international trips except for international trips constructed under Section 12.D.1.b. or c.

1. A grid penalty event (GPE) occurs in the following six circumstances:
 - a. A pilot's duty period exceeds the maximum duty permitted in the Grid based on the pilot's Grid sleep state by more than 1:30.
 - b. A pilot's layover was less than the applicable International Grid Minimum Layover (i.e., 14 hours or 12 based on the chart in Section 12.D.2.e.).
 - c. A pilot received more than 4 "not adjusted" rests in a row. Each rest after 3 non-adjusted rests shall be a separate GPE event. An initial GPE occurs when the pilot's fifth duty period begins without the pilot having received at least 18 hours free from duty preceding the beginning of that duty period. For purposes of Section 4.EE.1.c., only, an unassigned hotel standby period shall be counted as part of the rest periods preceding and/or following it (e.g., an unassigned 11:30 hotel standby period, followed by a 12:30 rest period will be counted as an adjusted rest).
 - d. A pilot exceeds the landing limitations as permitted in the grid in any single duty period.

e. 30-in-120 Nonconformance Penalty

If a pilot's trip did not conform to 30-in-120 (as set forth in Section 12.D.2.g., except using 30 instead of 32 hours), the pilot shall be paid 3 CH in addition to all other compensation regardless of the 48-hour period as stated in Section 4.EE.3., and the event shall be additive to the total count of GPEs for the trip.

f. 34-in-168 Nonconformance Penalty

If a pilot's trip did not conform to 34-in-168 (as set forth in Section 12.D.2.g., except using 34 instead of 36 hours), the pilot shall be paid 3 CH in addition to all other compensation regardless of the 48-hour period as stated in Section 4.EE.3., and the event shall be additive to the total count of GPEs for the trip.

2. If all GPEs in a trip touch a single 48 hour period, no grid penalty shall be due, except as provided in Section 4.EE.1.e. or f.
3. If all GPEs do not touch a single 48 hour period, then the following penalties shall apply:
 - a. If the trip has two or fewer GPEs, the pilot shall be paid 3 CH per violation in addition to all other compensation. A duty period that triggers a payment under this paragraph shall be ineligible for FAR Extension Pay.
 - b. If the trip contained more than two GPEs, the pilot's trip guarantee shall be paid a premium of 50% based on the pilot's normal rate of pay (i.e., if trip guarantee was at 100%, it pays at 150%; if trip guarantee was at 125% (OTP), it pays at 175%; if trip guarantee was at 150%, it pays at 200%). For a reserve pilot, the CH representing the 50% premium shall not be credited toward RLG, but shall be paid in addition to all other compensation, including BLG/RLG.
 - c. If a trip has multiple GPEs, one of which is a 30-in-120 or 34-in-168 violation, the GPEs in that trip shall be deemed not to touch a single 48 hour period.
 - d. GPEs shall be paid to a pilot in the pilot's paycheck issued on the 15th of the month, in the bid period following the bid period in which the applicable trip(s) ended.

FF. Block Override (BKO)

If a trip's OSC exceeds SCH, a pilot shall earn block override CH equal to OSC minus SCH. BKO shall be paid in the same form (e.g., credited toward RLG for reserve trips, credited toward MUS for MUS trips, cash for TRP), at the same pay rate, as trip guarantee.

GG. Critical Period Pay Events

1. This paragraph applies to ~~all trips~~ [duty periods scheduled to domestic parameters](#), regardless of assignment code, and shall be paid in addition to all other compensation.
2. Critical Period Departures
Following flight deck duty that operates anytime in the critical period, if a pilot has an intermediate stop at a facility other than AFW, CDG, EWR, [GSO](#), IND, [LGG](#), MEM, or OAK (or other like facilities as agreed upon by the SIG), that is greater than 2 but less than 4 hours (from block-in to block-out), the pilot shall be paid 1.5 CH. This event shall not apply to trips that depart base in the critical period and return to base in the same duty period (out and backs).
3. For any duty period that begins in the critical period, a pilot shall be paid 1.5 CH for each landing in excess of 2 in that duty period.
4. For any duty period that begins in the critical period, if a trip departs from base and returns to base in the same duty period, and blocks in after 10:15 LBT, the pilot shall be paid 1.5 CH.
5. For any flight deck duty period that operates in the critical period, and has a flight in excess of 4:30 block hours, the pilot shall be paid 3 CH for each subsequent flight in that duty period.

HH. Intermediate Stop Pay

1. This paragraph applies to ~~all trips~~ [duty periods scheduled to domestic parameters](#), regardless of assignment code, and shall be paid in addition to all other compensation.
2. For any flight deck duty period that does not operate in the critical period, and has a flight in excess of 4:30 block hours, and an intermediate stop (from block-in to block-out time) greater than 2 but less than 4 hours, the pilot shall be paid 1.5 CH for each subsequent flight in that duty period after such intermediate stop.

SECTION 5 TRAVELING EXPENSES

A. Per Diem

1. Domestic per diem is \$~~2.25~~2.85 per hour of actual TAFB, prorated on a minute by minute basis. On the first day of the ~~November 2017~~[DOS+24 months] bid period, the domestic per diem shall increase to \$~~2.30~~3.00 per hour of actual TAFB, prorated on a minute by minute basis.
2. International per diem is \$~~3.05~~3.85 per hour of actual TAFB, prorated on a minute by minute basis. On the first day of the ~~November 2017~~[DOS+24 months] bid period, the international per diem shall increase to \$~~3.15~~4.05 per hour of actual TAFB, prorated on a minute by minute basis. ~~On the first day of the November 2019 bid period, the international per diem shall increase to \$3.25 per hour of actual TAFB, prorated on a minute by minute basis.~~
3. A pilot on a trip that includes one or more legal rest periods shall receive the applicable per diem to offset the cost of meals, laundry, and incidental expenses.
4. A pilot assigned base hotel standby shall receive the applicable per diem for the duration of such standby.
5. A pilot who is away from the pilot's base on Company assigned non-flying duty, including training, shall be paid per diem for all hours during which the pilot is away from the pilot's base for such duty including travel to and from the pilot's duty. When this duty is performed within the contiguous 48 states, the per diem shall be paid at the domestic rate; when this duty is performed outside the contiguous 48 states, the per diem shall be paid at the international rate. This per diem shall be paid by submission of a pay log.
6. Except as provided in Section 8.C.3.e., per diem shall be paid to a pilot who deviates as if the pilot had flown the trip as scheduled.
7. The Company shall reimburse a pilot for authorized reasonable expenses not covered by Section 5.A.3. through A.6. (e.g., authorized transportation, non-contract hotels, reasonable baggage charges) incurred while on a trip or on Company business away from the pilot's base. The Company issued travel card, if accepted, shall be used to pay for these authorized expenses. An expense report shall be submitted within one bid period to document expenses incurred during the preceding bid period. Following the pilot's expense report submission:
 - a. The Company shall automatically notify the pilot that the submission has been received along with the deadline for submitting receipts [Note: current system].
 - b. After the Company identifies an expense report discrepancy, the Company shall:
 - i. Notify the pilot of the need to remedy the discrepancy. The notification shall specify:
 - a. the receipt(s) that is missing or incomplete;

- (b) the applicable dollar amount(s); and
 - (c) the deadline for submission of the applicable receipt(s).
 - ii. Notify the pilot a second time, if still unremedied, at least 7 days after the notification described in Section 5.A.7.b.i.; and
 - iii. Prior to initiating a payroll deduction, notify the pilot of the impending payroll deduction, if still unremedied, at least 7 days after the notification described in Section 5.A.7.b.ii.; and
 - (a) The pilot shall have 14 days following this notification to remedy the discrepancy (i.e., avoid the payroll deduction); and
 - (b) This notification shall be required regardless of the applicable expense report or receipt deadline.
8. Per diem based on flying activities shall be paid to pilots in the first paycheck in the bid period immediately following the bid period in which the per diem was earned; provided however, that all per diem for a carryover trip shall be paid:
- a. on the 15th of the month in which the carryover trip terminated if the trip terminated before the edit cycle began for that month; or
 - b. on the 15th of the following month if the trip terminated after the edit cycle began.

B. LodgingHotels and Rest Facilities

1. The Company shall provide a pilot a single occupancy hotel room in the following circumstances:
 - a. between 2 consecutive flights within a trip containing an intermediate stop scheduled to exceed 4 hours.
 - b. at a pilot's election, if, due to operational circumstances, the pilot is projected to experience an actual intermediate stop, from block-in to block-out, that is in excess of 4 hours.
 - c. while on hotel standby.
 - d. while away from the pilot's base for training or other Company assigned non-flying duty requiring an overnight stay.
 - e. during any legal rest period away from the pilot's domicile.
 - f. at the conclusion of the revenue portion of a trip, at the pilot's election, when the final duty period of that trip exceeds 10 hours and the pilot is scheduled to deadhead by air to the pilot's base as the concluding segment of the trip.
 - i. The room shall be located in the city in which the revenue portion of the trip terminates and the deadhead is scheduled to originate.
 - ii. The pilot is responsible for maintaining the pilot's eligibility and legality for a subsequent assignment.
 - iii. Unless operational circumstances preclude it, CRS shall assist the pilot in making the pilot's reservation at the contract hotel, or, if unavailable, at another comparable hotel in the same city.
 - iv. Deviation from scheduled deadhead procedures as referenced in Section 8.C.1.h. (End of Trip Deviation) shall be followed.

- g. at the conclusion of a trip at domicile when the trip was scheduled with a layover(s) and is rescheduled as follows:
 - i. the trip has no layover; and
 - ii. the duty time for the trip as rescheduled exceeds 9 hours.
 - h. For hotel rooms required under Section 5.B.1.a. and 5.B.1.b. only, if an intermediate stop, measured from block-in to block-out, is less than 5 hours and the stop occurs during the night or critical duty period (or during a domestic duty period at the Memphis or Indianapolis hub sort facility), the Company may substitute a sleep room in the hub sort facility for a hotel room; provided, however, that the Company has sleep rooms available in the hub sort facility for all pilots transiting the hub sort facility with an intermediate stop of 2:30 hours or more (from block-in to block-out).
2. If a routinely scheduled intermediate stop is scheduled to exceed 2 hours, a suitable rest/break facility shall be provided, except where it is not operationally feasible and it shall meet the following parameters:
- a. clean and sanitary;
 - b. appropriately climate and light controlled;
 - c. adequate comfortable seating with at least 3 recliners;
 - d. access to refreshments and snacks; ~~and~~
 - e. clean, sanitary washrooms with hot and cold running water and toilet facilities; and
 - f. Private space useable for expressing breast milk (i.e., no one can see inside the space and no one is able to enter the space while it is being used).
 - ~~g.~~ f. In selecting locations for pilot rest/break facilities, in order to promote the best practicable rest opportunities, preference shall be given to locations that are segregated from disturbances (e.g., excessive foot traffic, operational activities, etc.)
 - ~~h.~~ g. The Company's Fatigue Risk Management Group, with input from the Data Collection Steering Committee, will provide oversight concerning the Company's compliance with these parameters.
3. Hotel Criteria, Selection, and Maintenance
- a. Joint Hotel Criteria List

~~3. The Company agrees to provide pilots lodging facilities consistent with its historical practices. Such~~ In order to ensure facilities permit pilots to receive adequate rest and offer ~~an acceptable~~ an acceptable range of services while at the same time providing the Company with a good and predictable value, the Company and ALPA will jointly develop and maintain a list of criteria for hotel facilities (Joint Hotel Criteria List). At a minimum, the following ~~guidelines~~ criteria shall be ~~considered when contracting hotel accommodations~~ included in the Joint Hotel Criteria List and shall be prioritized above all other agreed to criteria:

 - i. ~~a. Secure and~~ Safe, secure, clean, and quiet non-smoking rooms. Pilots who smoke in designated non-~~smoking~~ smoking rooms shall be responsible for room cleaning expenses charged by the hotel, if any;

- ii. ~~b.~~ 24 hour room service or restaurant availability, or transportation to a dining facility;
 - c. ~~Transportation to the hotel shall be made available within 30 minutes of block in;~~
 - iii. ~~d.~~ Access to exercise facilities, ~~if possible,~~ whether on-site, or by arrangement with nearby facilities;
 - iv. Free in-room high speed wireless internet access; and
 - v. Adequate in-room environmental controls (e.g., heating, air, and blackout shades).
 - vi. ~~e.~~ For a scheduled layover of 12 hours or more, locations more distant from the airport with amenities close to the hotel such as dining, recreation and shopping, ~~will be considered as part of the hotel selection process; and~~
 - f. ~~Free in-room high speed wireless internet access.~~
- b. Approved Hotel List
The Company and ALPA will jointly create, approve, and maintain a list of acceptable hotels (Approved Hotel List). The Company is required to use the hotels on the Approved Hotel List unless there is not enough availability for a crew at any listed hotel in that location.
[Note: Parties agree that all hotels in use as of DOS will be included in the initial Approved Hotel List.]
- i. If the Company plans changes to the Approved Hotel List, the Company shall notify the MEC Trip Services Committee of that planned change, including the planned effective date. Unless precluded by unforeseen circumstances, notice shall be provided at least 30 days prior to the effective date.
 - ii. ~~4. The~~ if the parties fail to reach agreement on the planned change, the Association may notify the Vice President, Flight Operations ~~shall be ultimately responsible for the selection of facilities for which this, as provided in~~ Section ~~provides~~ 5.B.3.d.ii.
- c. Meetings
- a. ~~The Company shall meet at least quarterly with and~~ the MEC Trip Services Committee ~~shall meet at least quarterly, and at other mutually agreeable times,~~ to evaluate the adequacy of current ~~facilities~~ hotels, and discuss any proposed changes to the Approved Hotel List. The meeting shall include a discussion of hotels with a “hotel of concern” designation, including whether such designation should remain.
- d. b. Addressing Concerns/Problems
- i. The Company shall promptly investigate complaints from the MEC Trip Services Committee relating to service at any facility. If the investigation reveals a deterioration of service below ~~the acceptable guidelines as stated above~~ those criteria included in the Joint Hotel Criteria List, the

Company shall take appropriate action to remedy the reported problem or seek alternate facilities. The Company shall advise the MEC Trip Services Committee of its findings and any corrective action taken.

- ii. Should the Company and the MEC Trip Services Committee fail to resolve or address concerns/problems experienced by pilots about the quality or performance of a particular present or proposed ~~lodging facility~~hotel to the satisfaction of the MEC Trip Services Committee as described above, the MEC Chairman may elect to notify the Vice President, Flight Operations concerning the issue(s). The notification shall be in writing and shall state the unresolved concerns/problems and the Association's position. Upon receipt, the Vice President, Flight Operations shall promptly have the stated unresolved concerns/problems investigated. Within ~~a reasonable time~~30 days following receipt of the notification, the Vice President, Flight Operations shall meet with the MEC Chairman ~~at a mutually acceptable date and time~~ to review the results of the investigation and discuss options for dealing with the unresolved concerns/problems. Following the meeting, the Vice President, Flight Operations shall advise the MEC Chairman within 15 business days in writing of what actions, if any, the Company shall take to address the presented concerns.~~e-~~ If the ~~Company intends to enter into or cancel a contract for lodging facilities for pilots, the Company shall notify the MEC Trip Services Committee. Unless precluded by unforeseen circumstances, notice shall be provided 30 days prior to the execution or cancellation of any contract. The Company and the MEC Trip Services Committee shall discuss at the quarterly meeting, and consult at other times, regarding the suitability of particular lodging facilities/locations or the desired change~~decision is unsatisfactory to the Association, the hotel shall be designated a "hotel of concern."
4. ~~5-~~The Company shall pay for a pilot's hotel room, tax, access charges related to phone calls (local and long distance), and business related telephone calls via a direct billing system. In the event a pilot needs to use the Company credit card, the Company will provide the pilot a method by which the Company can obtain the receipt/folio from the hotel directly whenever possible. All other incidental charges shall be paid by the pilot when checking out. ~~The Company shall arrange direct billing for all designated facilities, and, if possible, for unscheduled accommodations. The pilot shall ensure that the direct bill for the pilot's stay includes only expenses that qualify for reimbursement (e.g., no long distance personal calls on direct bill)~~Should pilots routinely experience hotel stays requiring use of Company credit card, the parties will meet to discuss an alternative solution so as to avoid the need for submission of hotel folios/receipts and associated payroll deductions.
5. ~~6-~~The Company shall maintain ~~and distribute to pilots a list of all approved facilities at stations and alternate locations where pilots are scheduled to receive lodging as provided by this section~~the Approved Hotel List that shall be available electronically to pilots. This list shall include the facility name, "hotel of concern"

[designation](#), telephone number, scheduled pick up time prior to departure and ground transportation vendor information.

6. ~~7.~~ A pilot shall cancel any scheduled hotel rooms the pilot does not intend to use. Credit for the cancelation shall be as provided in Section 8.C.2.h. If, having canceled the pilot's hotel room, a pilot's personal plans change and the pilot needs a hotel room as originally scheduled, the pilot may either re-book the pilot's original hotel room, or if unavailable, obtain a hotel room in the same city and be reimbursed for such room up to the contract hotel rate. CRS shall re-book the pilot's room, (subject to availability), at that city's contract hotels only, when Company schedule changes or operational delays are the reason for the pilot's change of plans. If the pilot stays in a hotel room, as provided in this paragraph, other than after a revenue trip, the pilot shall notify CRS of the pilot's contact numbers. This hotel room shall be paid for using the Company issued Travel Card, unless CRS advises the pilot of a direct billing arrangement at a contract hotel. This hotel room shall not be charged to the pilot's deviation bank, and shall be documented by the submission of an expense report.
7. ~~8.~~ If the Company becomes aware of circumstances at a hotel property that could preclude pilots from receiving adequate rest (e.g., public demonstration, labor actions), the Company shall attempt to minimize or eliminate the potential disruption (e.g., by relocating pilots, etc.).

C. Transportation

The Company shall arrange safe and secure transportation at no cost to the pilot to and from all accommodations required in this Section. [Transportation to a hotel shall be made available within 30 minutes of block-in.](#)

D. Alternate Accommodations or Transportation

1. If crew accommodations (as described in Section 5.B.), have not previously been made, a pilot shall contact CRS to obtain accommodations. If reservations have not been made, at the pilot's option, the pilot may obtain comparable accommodations at the lowest rate available at the time the reservation is made. If these accommodations cannot be direct billed, pilots are authorized to charge these expenses as provided in Section 5.A.7.
2. If transportation required under Section 5.C. is not provided within 30 minutes after block-in, the crew is authorized to obtain transportation and to charge these expenses as provided in Section 5.A.7. If the scheduled transportation from the layover location to the departure airport is not available in time to prevent a departure delay, the crew shall use their best efforts to obtain transportation as provided in Section 5.A.7.

E. Catering

1. Catering for duty periods within a trip shall be provided as follows:
 - a. Domestic Duty Periods and Trips Scheduled to Domestic Parameters (pursuant to Section 12.D.1.b. and c.)
 - i. All duty periods shall receive at least a mini-snack. Mini-snack contents shall be developed and revised in consultation with the MEC Trip Services Committee subject to Section 5.E.6.
 - ii. Duty periods between 5:30 and 7:29 hours shall receive a snack.
 - iii. Duty periods between 7:30 and 11:29 hours shall receive 1 meal service.
 - iv. Duty periods in excess of 11:29 hours shall receive 1 meal and 1 snack.
 - v. Domestic flights shall be catered at the point of origin.
 - vi. Hot meal service is not required on domestic flights.
 - vii. Domestic flights shall not be delayed for catering.
 - viii. If catering is not delivered by departure time, CRS will attempt to arrange catering down line. If catering required under Section 5.E.1.a.ii., iii., or iv. is not delivered down line, the pilot entitled to such catering shall be eligible to expense a meal for up to \$25 upon arrival at the layover city. The pilot shall submit an online Pilot Ops Report (POR), or successor system, regarding the catering failure and attach a copy of such POR to the pilot's expense report in order to secure reimbursement.
 - ix. Jumpseaters will not be catered domestically, except as provided in Section 5.E.1.e.
 - x. On international trips scheduled to domestic parameters (pursuant to Section 12.D.1.b. and c.), menu selection shall be provided when available.
 - b. International Duty Periods
 - i. All duty periods shall receive at least a mini-snack. Duty periods between 5:30 and 7:29 hours shall receive a snack.
 - ii. Duty periods between 7:30 and 9:00 hours shall receive 1 meal service.
 - iii. Duty periods in excess of 9:00 hours shall receive 2 meals. One meal shall be hot if the scheduled aircraft is equipped with an oven. ULR duty periods shall receive three meals. Menu selection shall be provided when available.
 - iv. An International flight shall not be delayed for catering if it is scheduled for snack or mini-snack service only, or if it is scheduled to domestic parameters, as provided in Section 12.D.1.b. and 12.D.1.c.
 - v. Jumpseaters will be provided one meal on flights where the crew is provided meal service. Generally, meal selection is not available for jumpseaters, however, deviating crewmembers are entitled to meal selection, provided they are both confirmed on the jumpseat and request meal selection at least 12 hours before showtime of the flight. International flights shall never be delayed waiting for jumpseater catering.
 - vi. Menu selection forms will be provided for formalizing crew requests.
 - vii. All international flights are catered at the point of origin.

- viii. For purposes of catering parameters, Canada, Mexico, and Puerto Rico will be considered international locations.
 - c. If a pilot's domestic flight sequence otherwise entitled only to a mini-snack (Section 5.E.1.a.i.) blocks out between 0500 and 0830, such flight sequence shall receive a breakfast snack instead of a mini-snack.
 - d. [Reserved]
 - e. If a flight is scheduled to be catered, all Company scheduled deadheading pilots on that flight shall also be catered.
 - f. If a pilot on airport standby is assigned a flight, a snack shall be catered for the pilot, regardless of whether the flight would otherwise be eligible for catering.
 - g. If a pilot on hotel standby is assigned a flight with a report time less than 1:30 from time of notification, the pilot shall receive a mini-snack at the point of origin.
2. Flights originating from any base, ~~IND, OAK,~~ EWR or AFW shall be catered with hot coffee and at least 1 ice chest containing ice, water and an assortment of juices and sodas. Flights originating from other stations shall be catered with hot coffee, ice and water. All required drinks, including coffee, shall be placed on the aircraft by ground personnel.
 3. When operational circumstances warrant (e.g., hub malfunctions, weather or aircraft maintenance delays, etc.), a Captain operating a flight not scheduled for catering may request that catering be provided. These requests shall not be unreasonably denied.
 4. When combined in the same duty period with Company assigned flying, deadhead travel time (air or ground) shall be included in applying the catering provisions contained in Section 5.E.1.a. and E.1.b. Travel from airport to hotel is not deadhead by surface transportation deadhead (unless the arrival city and the next departure city are different, in which case it may be deadhead by surface transportation).
 5. If the Company is required to provide catering, and the location has no FDA-approved inflight kitchen (i.e., it is a "NOCAT" city), the pilot shall, upon submission of an online expense report identifying the NOCAT city, be entitled to \$25 for each occurrence, in lieu of catering. NOCAT cities shall be designated in the bid period package.
 6. The Vice President, Flight Operations, or designee, shall make arrangements for the catering required by this Section. The Company shall meet quarterly with the MEC Trip Services Committee to review catering and discuss possible modifications (e.g., composition and/or quality of mini-snack, snack, meal selections, etc.). Should the Company and the MEC Trip Services Committee fail to resolve or address concerns/problems to the satisfaction of the MEC Trip Services Committee, ALPA may elect to use the process outlined in Section 5.B.4.3.b.d.ii. Additionally, the Association shall have the ability to meet with the Vice President, Flight Operations, or designee, at mutually agreeable times and locations regarding catering concerns.

F. Parking

The Company shall provide each pilot with a parking space in the pilot's domicile (or base in case of an FDA base). If a pilot does not live at the pilot's domicile (or base in case of an FDA base), the pilot may request a parking space at the Company airport facility, subject to availability and approval (For information regarding the parking allowance as a deviation expense, see Section 8.C.3.f.).

G. [Reserved]**H. FDA Expenses**

The following additional provisions shall apply to a pilot holding an FDA assignment:

1. [Reserved]
2. A pilot may book one round trip business jumpseat during each quarter between the FDA location and any other location designated by the pilot.

I. Lost and Damaged Baggage

In case luggage (including the contents of the luggage) is lost or damaged on a commercial flight, the pilot shall first file a claim with the airline following the airline's policy for luggage claims. If the airline denies the claim, or portion thereof, because the ticket was not a privately purchased full fare ticket, the pilot should submit airline documentation to the pilot's Fleet Captain with a claim for the difference between what the airline would have paid a full fare passenger and what the airline actually paid for the claim. The Company shall pay this difference.

SECTION 7 VACATION

DEFINITIONS

BPO PILOT

A pilot who is an FPS/TAA, Check Airman, or Instructor Pilot.

A. General

1. A pilot shall receive 6 CH for each day of accrued vacation.
2. A vacation day shall be a 24 hour period corresponding to the local base day. A vacation period is a series of consecutive days posted and awarded as provided in Section 7.C., and rescheduled, if applicable, as provided in Section 7.A.9. or E.
3. A pilot may not be assigned a trip in conflict with the pilot's vacation period.
4. A pilot shall not be permitted to trip trade into, out of, or within the pilot's vacation period.
5. A pilot must have a vacation credit hour bank balance greater than zero to take a vacation period.
6. On the effective date of this Agreement, vacation days previously scheduled or accrued shall be retained.
7. When a pilot's employment with the Company terminates (including retirement), the pilot shall be compensated for all vacation time accrued and not taken. The amount of this vacation compensation shall be based on the pilot's last rate of pay and computed at the rate of 6 CH per day. If a pilot has a negative vacation bank balance, the pilot's final compensation settlement shall be reduced by the pilot's negative vacation bank credit hour balance at the pilot's current pay rate.
8. In the event of a pilot's death, any earned and unused vacation credit shall be paid to the pilot's beneficiary or to the pilot's estate. If a pilot has a negative vacation bank balance, the pilot's estate's final compensation settlement shall be adjusted accordingly.
9. In extenuating circumstances, a pilot may request that the pilot's flight manager approve an immediate, unscheduled vacation.
10. For purposes of this Section, a "year" shall be a calendar year.
11. As provided in Section 4.I.10., Section 14.A.7., Section 25.L.13.d. (Emergency Drop), and Section 25.Z.3. (Bereavement Absence), a pilot may use available hours in the pilot's vacation bank to cover annual military training, to preclude or

delay going on disability, for personal emergencies, and to add additional days for bereavement absence.

B. Vacation Accrual

1. A pilot shall accrue vacation to be taken in the following calendar year based on the pilot's longevity as a pilot as of December 31 of the current calendar year.
 - a. A pilot with less than 1 year longevity shall accrue 1.5 days per month for the first 10 months in an active pay status during the year.
 - b. A pilot with longevity of at least 1 year, but less than 4 years shall be eligible for 15 days vacation.
 - c. A pilot with longevity of at least 4 years, but less than 5 years, shall be eligible for 15 days vacation plus a pro rata share based on the pilot's longevity and the pro rata formula in Section 7.B.5.
 - d. A pilot with longevity of at least 5 years, but less than 9 years, shall be eligible for 22 days vacation.
 - e. A pilot with longevity of at least 9 years, but less than 10 years, shall be eligible for 22 days vacation plus a pro rata share based on the pilot's longevity and the pro rata formula in Section 7.B.5.
 - f. A pilot with longevity of at least 10 years, but less than 19 years, shall be eligible for 29 days vacation.
 - g. A pilot with longevity of at least 19 years but less than 20 years shall be eligible for 29 days vacation plus a pro rata share based on the pilot's longevity and the pro rata formula in Section 7.B.5.
 - h. A pilot with longevity of 20 years or more shall be eligible for 36 days vacation.
2. If a pilot does not complete 10 months in an active pay status during a calendar year due to retirement, furlough, disability, or unpaid leave(s) of absence (Section 13), other than leave due to on-the-job injury, the pilot shall not be entitled to the full accrual as per Section 7.B.1. That pilot's vacation accrual shall be 1/10th of the full accrual for each calendar month the pilot is in an active pay status. For purposes of this paragraph, a month shall be counted if the pilot is not retired, or on furlough, disability or unpaid leave of absence for more than 15 days during that month.

Example-1: A pilot incurs a disabling event on December 31, 1998. The pilot is on sick leave from January 1, 1999 until March 1, at which time the pilot's sick bank is exhausted. The pilot is then on disability and returns to active service on June 15. The pilot is in active pay status for 9 months (Jan., Feb., and June through

December). The pilot's vacation accrual (i.e., to be used in the year 2000), is reduced by 1/10th.

Example-2: A pilot actively flew the line until the pilot's retirement on July 29, 1999. Since the pilot completed 7 months in an active pay status in 1999, the pilot's vacation accrual for the year 2000 is 70% of the pilot's normal full accrual. The pilot will be paid for this vacation after retirement, as part of the pilot's 1999 wages.

3. The month in which a pilot is hired shall count for vacation accrual purposes only if the pilot's hire date is on or before the 15th day of that month.
4. Fractions of an accrued vacation day shall be rounded to the nearest whole day.
5. Vacation days earned on a pro rata basis (as described in Section 7.B.1.c., B.1.e., and B.1.g.) shall be computed at a rate of 0.7 days per month for each month of service, up to 10 months per calendar year, subject to the provisions of Section 7.B.4.

Example:

Hire Date: June 18, 1994

Vacation calendar year 1999 = 15 regular days plus 4 extra days

(6 mos. X 0.7 = 4.2 days rounded to 4 days)

C. Vacation Bidding Procedures

1. Vacation shall not be cumulative and must be taken within the calendar year following the year in which it is earned except for an awarded vacation period which carries from one calendar year into the next, and except as otherwise provided in this Section. Vacation bids shall be awarded on the basis of seniority within each crew position.
2. A pilot's crew position for a vacation bid shall be the crew position the pilot holds at the close of such bid. However, a pilot who has been awarded, but has not yet been activated in, a new crew position as a result of a base closure shall bid vacation in the pilot's new crew position.
3. Vacation shall be bid and awarded as follows:
 - a. Available 7 day vacation slots for the next year shall be distributed concurrent with the bid period package published closest to August 1. The first vacation bid shall open on the date indicated on each vacation bid pack and close at noon, 14 days later. The first vacation bid awards shall be published 7 days after the first vacation bids have closed.

- b. The second vacation bid shall be distributed concurrent with the first bid period package published after the first vacation bid closes. The second vacation bid shall open on the date indicated on each vacation bid pack and close at noon, 14 days later. The second vacation bid awards shall be published 7 days after the second vacation bids have closed.
 - c. The third vacation bid shall be distributed in the first bid period package published after the second vacation bid closes. The third vacation bid shall open on the date indicated on each vacation bid pack and close at noon, 14 days later. The third vacation bid awards shall be published 7 days after the third vacation bids have closed.
 - d. The fourth vacation bid shall be distributed in the first bid period package published after the third vacation bid closes. The fourth vacation bid shall open on the date indicated on each vacation bid pack and close at noon, 14 days later. Fourth vacation bid awards shall be published 7 days after the fourth vacation bids have closed.
4. If a pilot fails to submit a bid, or submits an insufficient number of bids, the pilot shall be assigned a vacation period(s) when the fourth vacation bid awards are published.
 5. For vacation award purposes, a vacation period that extends into a subsequent vacation slot by 4 or more days shall occupy both slots.
 6. A sufficient number of vacation slots shall be available for bid to cover all anticipated vacations in each crew position. Available vacation slots for a month for a crew position shall not be less than 3% of the total annual vacation time to be awarded for that crew position; provided, however, that there must be at least 1 slot available for bid in each crew position each month.

D. Splitting Vacations

A pilot may split the pilot's vacation into as many as 4 separate periods provided each period contains a minimum of 7 days vacation; provided further, however, that a pilot who has accrued fewer than 7 vacation days in the previous calendar year shall take all accrued vacation days as a single period. Once awarded, a period of vacation may not be split.

E. Change, Slide and Expansion of Vacation

1. Vacation Change

- a. A pilot may exchange the pilot's vacation slot(s) for an open slot(s) in the pilot's crew position or trade the pilot's slot with another pilot in the same crew position; any other change in a pilot's vacation slot requires the approval of flight management. A pilot who wishes to exchange or trade a vacation slot

must accomplish the exchange/trade no later than 30 days prior to the beginning of the affected bid period.

b. Change of Crew Position

- i. A pilot changing crew positions shall retain the pilot's previously awarded or assigned vacation period(s).
 - ii. If a pilot is unable to take the pilot's scheduled vacation due to a conflict with initial, transition or upgrade (ITU) training, and the pilot is then activated with more than 120 days remaining until the end of the last bid period in the calendar year, then within 30 days following activation into the pilot's new crew position, the pilot shall select a different vacation period(s). The pilot's selection shall be made from among the following slots in the current year:
 - (a) open slots; or
 - (b) slots currently held by any junior pilot in the new crew position; or
 - (c) slots retained by any junior pilot who is scheduled to activate in that same new crew position within 120 days following the pilot's activation into the pilot's new crew position.
 - iii. Notwithstanding Section 7.E.1.b.ii., if fewer than 3 slots are available for selection when the pilot activates, Section 7.E.1.b.iv. shall apply.
 - iv. If a pilot is unable to take the pilot's scheduled vacation due to a conflict with ITU training, and the pilot is activated with 120 days or less remaining until the end of the last bid period in the calendar year, the pilot may select a different vacation period as provided in Section 7.E.1.b.ii. above. If no selection is made within 30 days following the pilot's activation, Section 7.E.1.b.v. below, shall apply.
 - v. If a pilot's vacation is not rescheduled as provided in Section 7.E.1.b.ii., or E.1.b.iv., the pilot's vacation slot shall be bought back subject to the provisions of Section 7.G.6., or, as an exception to the 40% applicable maximum buy back, the pilot may request to have the credit hours of vacation affected by the training in Section 7.E.1.b.ii. paid. Any vacation not bought back shall be a positive adjustment to the pilot's vacation bank for the following year. A vacation change or buy back required in connection with a crew position change shall not be considered a vacation cancellation.
 - vi. Selection of a junior pilot's vacation slot shall not impact the junior pilot's vacation award.
- c. A pilot with vacation scheduled in a bid period in which the pilot is in pay only bidding status as a result of sick leave may elect to take the pilot's vacation as scheduled or reschedule that vacation (as provided in Section 7.E.1.b.). For

purposes of this paragraph, a pilot's vacation credit hour bank shall be reduced by 6 CH for each day of vacation in the pilot's pay only bid period, and the remainder of the pilot's BLG/RLG shall be charged to the pilot's sick bank. An election to reschedule that vacation shall be made no later than the close of bidding for the bid period in which the vacation is scheduled.

2. Vacation Period Slide

- a. A pilot may enter a vacation slide submission during the Conflict Input Window immediately before the bid period in which a trip(s) affected by the slide (or the vacation period itself, if no trip is affected) is scheduled to begin, as provided in Section 25.E.2. (Conflict Input Window). A pilot may adjust the pilot's vacation period by sliding it up to a maximum of 5 days in either direction. However, the slide shall not reschedule any portion of that vacation into the preceding bid periods of November or December. A vacation period of more than 7 days, that begins in one bid period and ends in the following bid period, may be slid up to a maximum of 5 days in either direction.

Example: A vacation in the first week of January may not be slid back into December, but a vacation in the first week of February may be slid back into January. The slide must be accomplished during the Conflict Input Window for the January bid period (which is in late December).

- b. A pilot may slide a vacation to conflict with a carryover trip as provided in Section 7.E.2.a., only if the pilot submits for the slide during the Conflict Input Window associated with the award of bid period in which the carryover trip began (e.g., the Conflict Input Window in the end of November (i.e., the Conflict Input Window for the December bid period award) is used to slide a January vacation to conflict with a December into January carryover trip).
- c. If a pilot slides the pilot's vacation period to within 48 hours of the scheduled end of a trip in which the last activity is an international duty period, that trip shall be deemed in conflict with the vacation period, except for a trip described in Section 12.D.1.c.i.
- d. There is no maximum limit on the number of credit hours that may be touched by a vacation slide.

3. Vacation Expansion (Regular Line Holders)

- a. In addition to or in lieu of a vacation slide, a pilot awarded a regular line may expand the pilot's vacation period in either or both directions to conflict with a greater number of credit hours. However, a pilot may not expand the pilot's vacation from December into November, or from January into December. A pilot may submit for a vacation expansion during the Conflict Input Window immediately before the bid period in which a trip(s) affected by the expansion is scheduled to begin, as provided in Section 25.E.2.

- b. A vacation expansion shall not cause a vacation conflict that exceeds the credit hour value of the original vacation period by more than 6 CH. All days in the expanded vacation period shall be consecutive.
- c. A pilot may not expand the pilot's vacation period to conflict with a trip(s) that begins outside the bid period of the pilot's vacation as awarded or slid. However, a pilot awarded vacation that extends into the next bid period may expand within either bid period.

Example: A pilot awarded a 7 day vacation period in week 1 of August may slide the pilot's vacation back so that it overlaps both the August and July bid periods. The pilot may then expand the pilot's vacation period to hit trips in either July or August in accordance with normal expansion rules.

- d. A vacation period may not be expanded to cause a vacation conflict with a trip(s) that is scheduled to operate in whole or in part on the following days (i.e., base days): Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve or New Year's Day.

F. Vacation Bank

Each pilot shall have a vacation credit hour bank established at the beginning of the bid period commencing closest to January 1, each year, based upon the vacation hours the pilot has accrued (as provided in Section 7.B.). A pilot's vacation credit hour bank shall be calculated by multiplying the number of vacation days by 6 CH. A pilot's bank shall be adjusted for positive balances (as provided in Section 7.I.3.d., 7.E.1.b.v., or 7.G.5.c.), or negative credit hour balances from the previous year's vacation bank.

G. Vacation Bank Administration

1. Regular Line Holder

A regular line holder shall be removed from a trip(s) in conflict with the pilot's vacation period (as awarded or slid) or vacation expansion. Conflict with an international duty free buffer, as described in Section 12.D.1.d., shall constitute a conflict with the trip protected by that buffer ~~and~~. That buffer may not be waived, with the exception of the buffer provided in Section 12.D.1.d.i., which may be waived for an international trip whose showtime is 24 hours or less after the end of a vacation period (as awarded or slid) or vacation expansion as follows:

- a. A pilot may waive the buffer within the Conflict Input Window to avoid a conflict; and
- b. A pilot is deemed to have waived any conflict resulting from a bid line adjustment, reassignment trip, or a volunteer or draft assignment.

The SCH value of the removed trip(s) shall be deducted from the pilot's vacation credit hour bank.

Intent: A vacation period slides as a whole.

2. Secondary/Custom Line Holder

Except as otherwise specifically provided in Section 25.E.4.b. and E.5., for secondary line holders, the following shall apply to secondary and custom line holders:

- a. A pilot shall receive a 48 hour duty free vacation buffer at each end of the pilot's vacation period provided that the buffer occurs in a bid period in which the pilot is awarded a secondary line. A vacation buffer shall not extend outside the bid period(s) in which the vacation occurred. A vacation buffer shall not create a conflict with a trip that began in the previous bid period.
- b. A secondary line holder's vacation credit hour bank shall be reduced by 6 CH for each day of vacation in the bid period not in conflict with a carryover trip or R-day, excluding the vacation buffer provided in Section 7.G.2.a. above.
- c. If a secondary line holder's vacation period conflicts with a scheduled trip(s) or R-day(s), (e.g., carryover trip from the prior bid period, vacations spanning two bid periods) the pilot shall be removed from that trip(s) or R-day(s) and the following shall apply:
 - i. A conflict with an international duty free buffer (as provided in Section 12.D.1.d.) shall constitute a conflict with the trip protected by that buffer.
 - ii. A pilot's vacation credit hour bank shall be reduced by the SCH of any trip(s) removed and/or the R-day credit hour value for any R-day(s) removed.
 - iii. A pilot may waive the vacation buffer within the Conflict Input Window to avoid a conflict.
 - iv. A vacation buffer that touches a trip(s) or R-day is a conflict. A vacation buffer that touches an international buffer is not a conflict.
- d. The following apply when a secondary line is awarded to a pilot with a scheduled vacation in the bid period.
 - i. A secondary line shall not be constructed with a trip(s) or R-day(s) in conflict with the vacation period or a vacation buffer.
 - ii. Days constituting a vacation buffer shall be constructed as scheduled days off on that secondary line.

- iii. For purposes of Section 25.D.2. (secondary line construction), hours deducted from the pilot's vacation credit hour bank for the bid period, other than carryover credit hours from the previous bid period, shall be considered as trip credit hours.
 - iv. For purposes of Section 7.E.1. (Vacation Change), hours deducted from the pilot's vacation credit hour bank for the bid period, other than carryover credit hours from the previous bid period, shall be considered as trip credit hours constituting a trip guarantee.
 - v. For purposes of minimum days off protection, vacation days shall not be considered days scheduled free from duty; vacation buffer days shall be considered days scheduled free from duty. Section 12.D.1.d. (international trip buffer), shall not apply when constructing a secondary line for a pilot with vacation in the bid period.
- e. A secondary line holder may adjust the pilot's vacation period by sliding it up to a maximum of 5 days in either direction, except that the slide shall not reschedule any portion of that vacation into the preceding bid period. However, a vacation period that is scheduled for more than 7 days, that begins in one bid period and ends in the following bid period, may also be slid up to a maximum of 5 days in either direction. A vacation slide submission shall be entered during the Conflict Input Window for that vacation period.
- f. The provisions of Section 7.G.2. shall apply to a pilot assigned a custom line (as provided in Section 25.I.1.a. and 25.I.1.e.).

3. Reserve Line Holder

- a. A pilot shall receive a 48 hour duty free vacation buffer at each end of the pilot's vacation period provided that the buffer occurs in a bid period in which the pilot is awarded a reserve line. A vacation buffer shall not extend outside the bid period(s) in which the vacation occurred. A vacation buffer shall not create a conflict with a trip that began in the previous bid period.
- b. A reserve line holder's vacation credit hour bank shall be reduced by the R-day value for each day of vacation in the bid period.
- c. If a reserve line holder's vacation period conflicts with a scheduled trip(s) or R-day(s), (e.g., carryover trip from the prior bid period, vacations spanning two bid periods) the pilot shall be removed from that trip(s) or R-day(s) and the following shall apply:
 - i. A conflict with an international duty free buffer (as provided in Section 12.D.1.d.) shall constitute a conflict with the trip protected by that buffer, and may not be waived.

- ii. A pilot's vacation credit hour bank shall be reduced by the SCH of any trip(s) removed and/or the R-day credit hour value for any R-day(s) removed.
 - iii. A pilot may waive the vacation buffer during the Conflict Input Window to avoid a conflict with that buffer.
 - iv. A vacation buffer that touches a trip(s) or R-day is a conflict. A vacation buffer that touches an international buffer is not a conflict.
- d. A reserve line awarded to a pilot with a scheduled vacation in the bid period shall be reconstructed as follows:
- i. A pilot's reconstructed line shall contain the originally scheduled blocks of R-days that did not conflict with vacation (or the vacation buffer), unless the number of R-days in those block(s) plus the number of vacation days exceeds the number of R-days in the bid period, (i.e., the pilot's vacation conflicts with fewer R-days than the number of vacation days). In that case, the line shall be reconstructed preserving the greatest number of originally scheduled R-day blocks as possible.
 - ii. A pilot may enter preferences for reconstruction of the pilot's reserve line during the Conflict Input Window (as provided in Section 25.E.2.g.).
 - iii. A reserve line shall not be constructed with R-days in conflict with the vacation period or a vacation buffer.
 - iv. Days constituting a vacation buffer shall be scheduled days off on the reconstructed reserve line.
 - v. For purposes of Section 25.D.3. (Reserve Line construction), vacation days are considered R-days. Section 25.D.3.c. (mini-block R-days), shall not apply when reconstructing a reserve line for a pilot with vacation in the bid period.
 - vi. For purposes of determining RLG (as described in Section 4.C.), vacation days are considered R-days. Credit hours deducted from the pilot's vacation credit hour bank (as described in Section 7.G.3.b.) shall be credited toward the pilot's RLG.
 - vii. A reserve pilot's leveling position shall include an R-day value for each day of vacation in the bid period, as provided in Section 4.H.2.
 - viii. For purposes of minimum days off protection, vacation buffer days shall be considered days scheduled free from duty.
- e. Reserve Vacation Extension

A pilot with vacation during a month in which the pilot holds a reserve line may extend the vacation that occurs in that month. Vacation buffers shall then be added to the extended vacation as provided in Section 7.G.3.a., unless waived by the pilot.

- i. The maximum extension shall be determined by the following formula:

Maximum Extension = $\{[(\text{Number of vacation days (as awarded or slid) in the bid period multiplied by 6) + 6] \div \text{R-day value}\}$ rounded down) minus the number of originally scheduled vacation days in the bid period.

Example: A pilot has a 7 day vacation period in a bid period in which the R-day value is 4:36. The maximum extension is

$$\begin{aligned} & \{[(7 \times 6) + 6] \div 4.600\} - 7 \\ & = [(42 + 6) \div 4.600] - 7 \\ & = (10.434 \text{ rounded down}) - 7 \\ & = 10 - 7 = 3. \end{aligned}$$

Consequently, the pilot could add up to three days to the pilot's vacation period. This would give the pilot a total of 14 days (presuming buffers could fit on both ends of the pilot's vacation period as extended). The pilot's vacation bank would be charged 46 CH (10 x 4.600), but only 7 vacation days would be removed from the pilot's vacation accrual.

- ii. A pilot may enter a vacation extension submission during the Conflict Input Window immediately before the bid period in which the vacation is scheduled to occur.
- iii. A pilot may not extend the pilot's vacation (as awarded or slid) outside of the bid period.
- iv. In case of a vacation period scheduled to span 2 bid periods, if the pilot holds a reserve line in both bid periods, then for purposes of vacation extension, the vacation in each month shall be treated as if it were a separate vacation period.

Example: A pilot's 10 day vacation period has 7 days in one bid period and 3 days in the next. The pilot holds a reserve line in both bid periods. R-day value in the first bid period is 4:36; in the second it is 4:47. The pilot may extend the pilot's vacation a maximum of 3 days in the first bid period (which must expand backward, since the pilot can't expand outside of the bid period). The vacation in the second month is treated as if it were a stand alone 3 day vacation period, for purposes of expansion. The pilot's

maximum expansion would be $3 \times 6 = 18 + 6 = 24 \div 4.783 = 5.017$ rounded down = 5 minus 3 = 2 days of available extension.

- v. A pilot may not extend the pilot's vacation period to conflict with a trip(s) that begins outside the bid period of the pilot's vacation as awarded or slid.
 - vi. A vacation period shall not be extended to cause conflict with R-days scheduled on Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve or New Year's Day.
4. If the SCH value of a pilot's last vacation period in a year exceeds the balance in the pilot's vacation credit hour bank, the pilot may elect to reduce the number of vacation days in the pilot's vacation period in order to avoid or reduce a deficit in the pilot's vacation bank. A pilot shall communicate this election to CRS during the Conflict Input Window.

5. Vacation Deficit and Make-Up

If a pilot's vacation credit hour bank balance falls below the credit hour value of the pilot's remaining vacation in a calendar year, the following shall apply:

- a. The pilot may bid for a make-up vacation trip(s) during the View/Add window for the bid period in which the pilot has a vacation period that, if taken as scheduled, would result in a vacation bank deficit. The credit hour of the make-up vacation trip(s) shall not exceed the projected deficit by more than 67 hours.
- b. The pilot may submit for a make-up vacation trip(s) (as provided in Section 25.L.6.) at any time during the calendar year.
- c. Make-up vacation credit hours earned in the last bid period of a calendar year (i.e., December), shall be credited to the pilot's vacation credit hour bank for the following calendar year.

6. Clearing the Bank

- a. A pilot who has a positive balance in the pilot's vacation bank after the pilot's last vacation period of the year shall be paid for those credit hours, prior to the end of the year, at the pilot's pay rate at the beginning of the bid period in which the buy back is paid. ~~The~~ Except as provided in Section 7.G.6.b. below, the maximum balance subject to buy back is 40% of the vacation bank balance as of the beginning of the calendar year, including positive or negative adjustments from the previous year, plus positive adjustments in the current year, if any.

~~b.~~ Flight management may approve vacation buy back in excess of the 40% limit contained in Section 7.G.6.a. above, due to an individual pilot's extenuating circumstances.

b. Prior to the publication of each year's December bid period package, the maximum balance subject to buy back for the following calendar year may be increased from 40% as follows:

i. The Company may select a Section 7.G.6.a. value between 40% and 60%, inclusive; or

ii. The parties may agree to a value greater than 60%.

H. Disruption of Vacations

1. If a pilot's trip operationally extends more than 2 hours but less than 26 hours into the pilot's vacation period, 6 CH shall be added to the pilot's vacation bank and 1 day shall be added to the pilot's next vacation period.
2. If a pilot's trip operationally extends at least 26 hours but less than 48 hours into the pilot's vacation period, 18 CH shall be added to the pilot's vacation bank and 3 days shall be added to the pilot's next vacation period.
3. If a pilot's trip operationally extends 48 hours or more into the pilot's vacation period, the following shall apply:
 - a. The pilot may elect to cancel the pilot's vacation period and have an additional 24 hours credited to the pilot's vacation bank. The credit hours for the canceled vacation shall be restored to the pilot's vacation bank, and the pilot shall be eligible for substitution for the trip(s) from which the pilot was removed for the vacation that was canceled; or,
 - b. The pilot may elect to take the remainder of the pilot's vacation period, as scheduled, and have an additional 24 CH credited to the pilot's vacation bank.

I. Cancellation of Vacation

1. A pilot's vacation period may be canceled due to operational requirements. The Company will not use vacation cancelations (Section 7.I.2. and 3) in a crew position (including BPO pilots) which has been bought up to the Section 4.A.1. Minimum Bid Period Guarantee.

2. Voluntary cancelation

a. Voluntary cancelations shall be done in seniority order for a crew position.

b. ~~2.~~ If a pilot voluntarily cancels the pilot's vacation at Company request, the pilot shall be paid, not later than the following bid period, the CH value of the canceled vacation, not to exceed the balance in the pilot's vacation credit hour bank, ~~plus an additional 24 CH.~~ The credit hour value of the canceled vacation shall be deducted from the pilot's vacation bank. In addition to all other compensation, the pilot shall be paid 24 CH if the pilot's earned CH for that bid period (in which the canceled vacation period began) meet or exceed MBPG.

[Note: “Earned CH” in the context of 7.1.2.b. refers to all credit hours included in the unit(s) of work performed (including pay only), or from which removed with pay, excluding only:

1. LMS (4.I.4.d.)
2. GPE (4.EE.3.)
3. CBA Disruptions and “disruption-like” (i.e., 4.W.1., X., Y., Z., AA.3, CC., GG., HH.)
4. Jury Duty (25.Y.) and Bereavement Absence (25.Z.)
5. Showpay (4.P.2.b., Q.2., R.2.)
6. RP Change (25.M.3.d.)
7. Soft R-day (25.M.6.h.)
8. Vacation cancellation penalty (7.I.)]

[Note: “Earned CH” includes CH dropped per Section 25.X. “short term military” conflicts]

3. If ~~a pilot's vacation is~~ the Company does not receive a sufficient number of voluntary cancelations for a crew position following at least two requests, the Company may cancel a pilot's vacation involuntarily ~~canceled,~~ and the following shall apply.
 - a. The involuntary cancelation shall be in reverse seniority order.
 - b. ~~a-~~The pilot shall be notified of the cancellation in writing at least 30 days ~~in advance~~ prior to the first day of the bid period within which the vacation being canceled would begin.
 - c. ~~b-~~The pilot's vacation bank shall be increased by ~~24~~36 CH.
 - d. ~~c-~~The pilot may reschedule the canceled vacation period to a currently open vacation slot(s) or to a slot(s) held by any pilot junior to the pilot in the pilot's crew position. The junior pilot's vacation award shall not be impacted.
 - e. ~~d-~~If the pilot is unable to reschedule the canceled vacation period as provided in Section 7.1.3.~~ed~~, the vacation hours shall be carried over into the following year.
 - f. ~~e-~~Notwithstanding Section 7.1.3.~~ed~~. and ~~de~~, the pilot may elect to be paid the credit hour value of the pilot's canceled vacation period, plus the additional ~~24~~36 CH, in the manner provided in Section 7.1.2.
4. A BPO Pilot's vacation period in a pay only bid period may be canceled due to operational requirements and only Section 7.1.2.b. shall be applicable for a voluntary cancelation, and only Section 7.1.3.b. through f. for an involuntary cancelation.

SECTION 8 DEADHEADING

A. Deadheading By Air

The provisions of this paragraph apply to pilots scheduled to deadhead by air transportation.

1. Deadheading To Revenue Operations

A pilot scheduled to deadhead to or from revenue operations shall receive pay and credit as provided in Section 4.F. (Trip Guarantee).

2. Deadheading To Training

A pilot scheduled to deadhead to or from training shall receive deviation bank credit for that deadhead.

3. Selection of Deadhead Carriers

Requirements regarding carrier selection shall apply when the trip is constructed or revised.

a. Domestic Deadheads

The Company shall not schedule front-end domestic deadheads, other than non-stop, that operate during the hours of 0200-0459 LBT. Deadheads scheduled in accordance with Section 8.A.3.c. do not violate this paragraph.

b. All Deadheads (Domestic and International)

- i. Commercial deadhead tickets shall be purchased exclusively on air carriers on the Company's approved commercial carriers list on ~~April 29, 2014~~ [effective date of Agreement] (Approved Air Carriers List (AACL)), or as modified by Section 8.A.3.b.ii.

[Note: includes the "notes" on the AACL]

- ii. For air carriers not on the AACL as of ~~November 2, 2015~~ [effective date of Agreement]:

~~(a) After SIG discussion, the Company or ALPA may add air carriers rated "Good" (Class 1) by Airline Insider/Frontier MEDEX (or successor vendor providing similar ratings) to the AACL;~~

(a) An air carrier may be added with the mutual agreement of the Association SIG and Company SIG;

~~(b) Disputes The Company or Association may propose an addition of an air carrier to the AACL. Disagreement related to the addition of an air carriers rated "Adequate" (Class 2) carrier to the AACL shall be resolved using the scheduling dispute final resolution process set forth in Section 25.BB.F. (SIG Neutral Track) or G.; (VP/MEC Chairman Track).~~

~~(c) The consent of the Association SIG is required for the addition of air carriers rated "Questionable" (Class 3) to the AACL;~~

(1) If the Section 25.BB.F. track is initiated, the BB.F.2. SIG neutral recommendation shall be considered final and binding.

(2) The proposed air carrier shall not be utilized prior to the Section 25.BB.F. issuance of the SIG neutral recommendation or the BB.G. Vice President, Flight Operations letter.

(c) [Reserved];

(d) The Company's addition of air carriers to the AACL for Operational Use Only shall require Association SIG consent.

~~iii. Air carriers on the AACL shall not be subject to dispute if their rating changes to Class 2. If the rating of an air carrier on the AACL falls below Class 2, that air carrier shall not be used without the consent of the Association SIG.~~

iii. [Reserved]

- iv. If the Company's experience with an air carrier on the AACL creates a substantial concern for the safety and reliability of the carrier's operations, any disputes regarding the use or non-use of such air carrier shall be resolved using the scheduling dispute final resolution process set forth in Section 25.BB.F. or G.
 - v. In code share situations in which 2 or more airlines share the same flight segment, the airline operating the flight shall determine compliance with this Section.
 - vi. International deadheads shall be scheduled on:
 - (a) Jet aircraft;
 - (b) The De Havilland Canada DHC-8-400 Dash 8, for deadhead flight segments entirely within the "European Theater" (as defined in Section 12.D.1.c.ii.); or
 - (c) Another aircraft/deadhead routing, as agreed upon by the Association SIG. The Association SIG shall not unreasonably deny the use of other aircraft meeting similar (to jets and DHC-8-400) safety, reliability, and comfort standards.
 - vii. A deadhead shall not be scheduled for more than 22 consecutive hours on duty.
- c. Business Necessity Deadheads
- In individual cases of business necessity, in addition to carriers authorized by Section 8.A.3.b., and with the approval of the System Chief Pilot, a Fleet Captain (or designee), or the Duty Officer, a pilot may be scheduled to deadhead on a Company aircraft, chartered jet carrier, Company corporate business jet aircraft, scheduled U.S. certificated air carrier operating under FAR part 121 or 135, or on any other carrier to which the pilot agrees. The Company shall provide a written report detailing the reason(s) requiring the use of this provision to the SIG within 5 days of the construction or revision.
- d. Scheduling of Deadheads on Company Aircraft
- Notwithstanding Section 8.A.3.c., the Company may schedule deadheads on Company aircraft operating to/from Almaty, Kazakhstan (ALA) consistent with the terms of the Grievance 09-16 Settlement Agreement.
- e. Deadhead by Company Aircraft to Base
- i. Except as provided in Section 8.A.3.e.ii., if the Company constructs a trip outside of the bid period package and/or revises any trip, and the Company determines a necessity exists under Section 8.A.3.c. as to a deadhead(s) located at the end of the trip that does not include any further flight deck or other non-deadhead duty, the use of Company aircraft for deadheads shall be accomplished as provided in the following Fly Window Procedures.
 - (a) The fly window shall begin 12 hours after the end of the pilot's previous duty period. The fly window shall terminate 36 hours from its beginning point.
 - (b) If there is a commercial flight with available seats within the fly window, the Company shall obtain such for the pilot (provided it complies with other provisions of the contract (e.g., minimum rest requirements)). The unavailability of the class of service otherwise required by Section 8 shall not be a reason justifying a failure to purchase a commercial ticket under this paragraph.
 - (c) If there is a commercial flight(s) within the fly window but it has fewer available seats than the number of pilots requiring deadheads, the Company shall offer to purchase commercial ticket(s) in the following order: Captain, then First Officer. If there were multiple pilots holding the same crew position on the trip, the most senior pilot within that crew position will be given higher priority.

- (d) In the event that there are insufficient seats available on commercial flight(s) within the fly window, the Company may schedule a pilot for a Company jumpseat that departs at any time after the beginning of the fly window.
 - ii. The fly window procedures shall not apply if:
 - (a) The pilot would be placed at risk of substantial bodily harm, or loss of property or life due to the pilot's continued presence in a location during the fly window; or
 - (b) There is any legal or regulatory reason why the pilot cannot deadhead on a commercial carrier (e.g., does not possess required visa); or
 - (c) Application of the fly window procedures would result in the pilot being illegal for the pilot's next Company scheduled activity (e.g., flight duty, standby, reserve, training). In that case, if specifically authorized by the Duty Officer based on staffing needs (in case the pilot otherwise would miss non-training duty) or disruptions to training schedules (in cases where the pilot would miss training), the Company may schedule the pilot for any legal jumpseat that would protect the pilot's legality for further scheduled duty.
 - iii. A pilot who is positioned by means of this provision (Deadhead by Company Aircraft to Base) shall be entitled to deviation bank credit in the amount of the Baseline Fare for a ticket in the highest class of service for which the pilot is eligible, on the first flight that would have been legal for the return deadhead, but for the unavailability of seats.
- 4. Administration of Deadhead Fares
 - a. The Company shall publish the Baseline Fare for all scheduled commercial deadheads.
 - i. For trips in the bid period package, the Baseline Fare is a fare quote obtained no earlier than 7 days before and no later than 2 days after the publication of the bid period package.
 - ii. For trip revisions, and for trips constructed after the publication of the bid period package, which include a commercial deadhead(s) for which a Baseline Fare has not yet been published, the Baseline Fare is a fare quote obtained at the time the Company constructs or revises the trip.
 - iii. A Baseline Fare is applicable to all crew positions on the trip containing the commercial deadhead.
 - b. The Company shall determine and publish the Established Fare for all scheduled commercial deadheads after the publishing of First Officer monthly bid awards as provided in Section 25.C.11., and no later than 14 days prior to the scheduled departure of the commercial deadhead (except where less than 14 days remain).
 - i. The Established Fare is a fare quote obtained pursuant to Section 8.A.4.b.
 - ii. For trip revision(s) involving revision(s) to a deadhead(s), and for trips constructed after the publication of the bid period package, the Established Fare will be determined:
 - (a) When a pilot is assigned to the trip, if 14 or more days remain prior to the scheduled departure of the deadhead;
 - (b) 14 days prior to the scheduled departure of the deadhead, if no pilot has been assigned as of that time; or
 - (c) At the time the Company constructs or revises the trip, if less than 14 days remain prior to the scheduled departure of the deadhead.
 - iii. An Established Fare is applicable to all crew positions on the trip containing the commercial deadhead.

- c. The Baseline and Established Fare(s) for any trip containing a commercial deadhead shall also be included with the information associated with the trip in VIPS (e.g., displayed on the Trip Pairing screen).
5. Class of Service for Commercial Deadhead Travel
- Requirements regarding class of service shall apply when the trip is constructed with a deadhead. The Company shall not be in violation of this Section due to changes or conditions imposed by passenger carriers after the trip is constructed (e.g., increased or reduced block time, aircraft change, etc.). Regardless of whether such changes occur, a pilot's deviation allowance is based on the class of service authorized in the original schedule.
- a. Deadhead travel shall be booked in economy class unless a higher class of service is authorized. When available on a commercial flight, the Company shall book economy class tickets which include an opportunity for seat selection. [Note: codification that the purchase of a Southwest ticket that provides priority boarding satisfies the "when available" requirement of this provision until Southwest provides opportunity for seat selection at booking.]
 - b. A class of service higher than economy shall be authorized if:
 - i. a deadhead exceeds 5 scheduled block hours;
 - ii. a deadhead is included in a single duty period exceeding 11:30;
 - iii. the scheduled block hours of a revenue flight plus the scheduled block hours of a deadhead in a single duty period exceed 8 hours. However, if a domestic duty period does not exceed 11:30 and a deadhead within that duty period does not exceed 1:30 (OAG) block, the deadhead may be scheduled in economy;
 - iv. the deadhead is an international deadhead that exceeds 2:30 scheduled block hours, and whose origin and destination are both outside the contiguous 48 United States; or
 - v. as authorized by the SIG.
 - c. Higher Class of Service
 - i. Regardless of a passenger carrier's nomenclature or hierarchy for classes of service, a Flat Bed Seat satisfies the higher class of service requirements set forth in this Section.
 - ii. If a higher class of service is authorized on a deadhead with less than 10 scheduled block hours, such service shall be booked in Business or First Class at the Company's option, subject to availability on the scheduled flight. If a seat with the required class of service is not available when the Company books a seat for the pilot, the Company shall book a seat in the next highest class of service available, provided it places a request to upgrade to the required higher class(es) of service.
 - iii. If a deadhead has 10 or more scheduled block hours, the travel shall be booked in the following order based upon availability on the scheduled flight:
 - (a) First Class (discounted);
 - (b) Business Class (full fare or discounted);
 - (c) First Class (full fare).
 - iv. If the deadhead is scheduled for more than 16 hours duty, the following shall apply:
 - (a) The flight must be a non-stop flight; and
 - (b) A special booking priority shall apply to deadheads scheduled over 16 hours. That priority shall be:
 - (1) Discounted first class;
 - (2) Full fare first class;
 - (3) Business class.

- (c) The Company shall ensure that Corporate Travel (or any subsequent Company designated travel administrator) attempts to secure first class seating at the earliest practical point in the planning process. If Corporate Travel is unable to book first class at the time the initial booking is made, Corporate Travel shall notify the pilot who is awarded that trip, via e-mail, of the unavailability of first class.
- v. If neither Business nor First Class is available on the scheduled flight, an economy class ticket (with a reservation to upgrade to the appropriate higher class) may be purchased only in the following two circumstances:
 - (a) The scheduled deadhead flight is for the purposes of Operational Recovery; or
 - (b) The scheduled deadhead duty period is 16 hours or less.
- vi. Regardless of the class of service actually ticketed, a pilot's deviation bank shall be credited with the Baseline Fare for the highest class of service which is authorized on the scheduled deadhead flight, and which exists on that flight.
- d. Company Purchase of Higher Class of Service Tickets in Bid Period Package
When purchasing deadhead tickets prior to the beginning of a bid period, deadhead tickets for flights entitled to a higher class of service shall be purchased prior to tickets requiring a lower class of service.

[\[Note: The following indicated changes are an incorporation of the prior Settlement Agreement in Administrative Grievance 18-05:\]](#)

- [i. The Company shall begin to purchase the following deadhead tickets at least 30 days prior to the showtime of the scheduled deadhead and in the following order:
\(a\) international deadheads authorized a higher class of service;
\(b\) domestic deadheads authorized a higher class of service; and
\(c\) international non-higher class of service.](#)
- [ii. The Company shall begin to purchase domestic non-higher class of service deadhead tickets at least 15 days prior to the showtime of the scheduled deadhead.](#)
- [iii. The Company shall also maintain the same booking priorities as above \(Section 8.A.5.d.i. and ii.\) for any ticket that requires manual booking.
\[Application Note: When purchasing deadhead tickets prior to the beginning of a bid period, on a given day that tickets need to be purchased, all deadheads 30 days out \(for international higher class of service, domestic higher class of service and international non-higher class of service tickets\) will be submitted into the automation. Additionally, domestic non-higher class of service tickets 15 days out will be submitted into the automation. If a ticket request falls out of the automated process and onto the manual work queue the requests will stay in departure date/time order with:
a. international higher class of service;
b. domestic higher class of service;
c. international non-higher class of service; and
d. domestic non-higher class of service.](#)

[All required deadhead tickets for day 1 of the next bid period will need to be booked before moving onto day two \(the initial submission will have days 1-15 of the next month, those will need to be worked before day 16, etc.\).](#)

6. Deadhead Tickets

This paragraph shall apply equally to deviation deadhead tickets and Company scheduled deadhead tickets.

- a. A Company designated group or department shall be utilized for purchasing all deadhead tickets, except when:
 - i. the Company cannot purchase a ticket for a lower fare than the pilot can purchase himself; or
 - ii. the pilot must purchase the ticket himself to prevent delay to FedEx flight operations.
- b. If a pilot does not purchase the pilot's deadhead ticket using the Company's travel vendor, the pilot shall use the Company issued Travel Card to purchase such ticket. In extenuating circumstances, a pilot may contact the Company to arrange a pre-paid ticket, or the pilot may buy a deadhead ticket by other means, if necessary to prevent delay to FedEx flight operations (e.g., carrier won't take the credit card, Travel Card unavailable).
- c. A pilot must either use the pilot's Company purchased deadhead ticket in conjunction with the trip for which it was scheduled or account for that ticket with the expense report reconciling the pilot's deviation expenses for the month. Upon written request, a pilot shall provide the Company proof of the pilot's use of a deadhead ticket.

B. Deadhead by Surface Transportation

1. A pilot who is scheduled for surface transportation between two airports shall receive credit for pay toward the duty period calculation, for such deadhead, based on historical FedEx data as follows:
 - a. :30 CH for each 1 hour, or portion thereof, up to a maximum of 2:30 CH.
 - b. Surface transportation greater than 2 hours must be approved by the SIG.
2. The surface transportation shall be provided on a non-public commercial operator; provided, however, that between international locations specifically approved by the SIG (e.g., HKG-CAN and CGN-FRA), a pilot may be scheduled for ground transportation on a public commercial operator (e.g., train, hydrofoil).
3. Surface transportation between an airport and a layover facility is not deadhead by surface transportation, provided that the flights immediately preceding and following the layover operate from the same airport.

C. Deviation From Scheduled Deadhead

The intent of the deviation policy is to allow a pilot business travel flexibility in accordance with the options and conditions specified herein. Except as provided in Section 8.C.1.f.ii., a pilot who deviates is responsible for the pilot's scheduled, revised, rerouted, or canceled trip. A deviating pilot must ensure the pilot's compliance with FAR crew rest requirements prior to operating a Company flight. A pilot who deviates from a scheduled deadhead shall earn trip guarantee as if the pilot were deadheading as scheduled.

1. Deviating Operating Procedures
 - a. Notification
 - i. A pilot shall notify the Company through VIPS of the pilot's intention to deviate from a scheduled deadhead at the beginning of a trip. This notification shall occur no later than 60 hours prior to the showtime of the scheduled deadhead.
 - ii. Except as provided in Section 8.C.1.a.i., if a pilot is notified of a trip assignment less than 60 hours prior to showtime, upon notification, the pilot shall advise the Company through VIPS of the pilot's deviation from a scheduled deadhead at the beginning of the trip.
 - iii. If a pilot has provided notification of a deviation, and the deadhead at the beginning of a pilot's trip is subsequently revised, upon notification the pilot shall

advise the Company through VIPS of the pilot's deviation on the revised deadhead.

- iv. Failure to notify the Company of a deviation as required may result in the deviation bank credit for the appropriate deadhead being deducted from the pilot's deviation bank only if the cancellation of the scheduled deadhead results in a charge to the Company. Any such deduction shall not exceed the lesser of the value of the charge to the Company, or the deviation bank credit for that deadhead.
- v. A pilot may maintain 2 active reservations for each scheduled lane segment.
Example: A pilot may book the pilot's deviation travel itinerary before canceling the pilot's scheduled travel itinerary, except where a passenger carrier's reservation systems will not allow the pilot to do so.
- b. Trip Trade Restrictions After Deviation Notification
After a pilot provides notification of the pilot's deviation from a scheduled deadhead that originates or terminates in a location outside the contiguous 48 United States, Canada, or Mexico, the pilot may not trade, drop, or authorize a personal bump on the trip containing the deadhead if there are less than 14 days remaining until scheduled showtime of that trip, unless authorized by CRS or the Fleet Captain (or designee).
- c. Initial Deviation Check-In
A deviating pilot shall check in with VIPS, or CRS if VIPS is not accessible, no earlier than 60 hours and no later than 4 hours prior to showtime of the originally scheduled deadhead at the beginning of a trip. This check-in will satisfy the requirements of the final deviation check in if the pilot is already in position for the first revenue leg when the pilot makes the pilot's Initial Deviation Check-In.
- d. Final Deviation Check-In
 - i. A deviating pilot shall check in with VIPS, or CRS if VIPS is not accessible, and indicate that the pilot is positioned within 100 nautical miles, or at a distance as approved by the pilot's Fleet Captain (or designee), of the airport from which the first revenue flight will depart or at which the pilot's standby period begins. This check in must occur:
 - (a) no later than 8 hours prior to showtime of a revenue flight that operates entirely within North America (i.e., Alaska, Canada, Mexico, the contiguous 48 United States, Caribbean and Puerto Rico);
 - (b) no later than 12 hours prior to showtime of a revenue flight that either takes off from, or lands in, a city outside North America or a standby period that did not require an intercontinental deadhead from the pilot's base; or
 - (c) for a revenue flight or standby period that required an intercontinental deadhead from the pilot's base, no later than:
 - (1) 18 hours prior to showtime of a revenue flight or commencement of the standby period; or
 - (2) The scheduled arrival time of the Company scheduled deadhead at the location of the revenue flight or standby period (if less than 18 hours prior to the scheduled departure of the revenue flight or commencement of the standby period).
Example: A pilot deviates from the pilot's scheduled deadhead to CDG. The scheduled deadhead was scheduled to arrive in CDG 36 hours prior to showtime. The pilot's final deviation check-in must occur no later than 18 hours prior to showtime.
Example: A pilot deviates from the pilot's scheduled deadhead to HKG. The scheduled deadhead was scheduled to arrive in HKG 17 hours prior

to showtime. The pilot's final deviation check-in must occur no later than 17 hours prior to showtime.

- ii. For purposes of Section 8.C.1.d. (this paragraph) the showtime of a revenue flight shall be one hour prior to the scheduled departure of that flight.
- iii. The final deviation check-in may occur at the same time as the initial deviation check-in if the pilot is already in position for the first revenue leg when the pilot makes the initial deviation check-in.
- iv. Final deviation check-in may be accomplished if the deviating pilot joins the Company scheduled deadhead(s) and, as a result, the pilot will arrive at the point of origin of the pilot's first revenue flight or standby period as if the pilot had not deviated. Upon arrival at the departure gate of the scheduled deadhead flight, the pilot shall check-in with VIPS, or CRS if VIPS is not accessible, and indicate that the pilot is in position for the scheduled deadhead flight. Once this check-in has been accomplished, the pilot shall no longer be considered as deviating, for the purposes of subsequent delays, revisions, and all trip services.
Example: The scheduled deadhead travel is MEM-ATL-CDG. The pilot deviates and obtains a ticket to join the scheduled ATL-CDG flight. Final deviation check-in may be accomplished upon arrival at the departure gate for the CDG flight in the ATL airport.
- v. If a final deviation check-in has not occurred as required, then prior to replacing the deviating pilot, CRS shall first place a call to the scheduled layover hotel, then a minimum of 2 calls based on the following hierarchy, unless the pilot has fewer than two phone numbers listed in VIPS:
 - (a) VIPS primary contact number.
 - (b) Cell phone number.
 - (c) Alternate contact number #1.
 - (d) Alternate contact number #2.
- e. Deviation Delay/Failure
If a pilot encounters difficulty in the pilot's deviation travel to the revenue departure location to such an extent that a live flight is jeopardized, the pilot shall contact CRS at the earliest opportunity. If the notification to CRS is provided in sufficient time to allow the trip to be covered by a reserve, and the flight is not delayed due to the deviation failure, then the pilot will be dropped from the trip without pay, receive no deviation bank credit for the trip, and shall not be disciplined.
- f. Trip Revisions
 - i. If a pilot's trip is revised at or prior to the pilot's initial deviation check-in and, as a result, the pilot is unable to report on time, the trip shall be dropped and the pilot shall be eligible for Priority Non-Premium (PNP) make-up.
 - ii. If a pilot's trip is revised after the pilot's initial deviation check-in and, as a result, the pilot is unable to report on time, the Company shall make best efforts to reposition the pilot for the trip. If the Company is unable to do so, the pilot shall be eligible for substitution and is authorized return deadhead transportation to base. The cost of the original deadhead tickets shall be deducted from the pilot's deviation bank, however, the cost of the deviation ticket used, and the cost of the pilot's return ticket, shall be allowable as a claim, up to the applicable fare (as determined in accordance with Section 8.C.2.a.) for the original deadhead tickets, regardless of the pilot's deviation bank balance. Such claim shall be specifically documented on a deviation expense report.
 - iii. A VLT/DRF/CMU pilot covered by Section 8.C.1.f.ii. shall not be eligible for substitution and shall earn the greater of 3:00 CH or duty rig computed from the pilot's scheduled showtime until the VIPS notification of the revision.

- iv. A deviating pilot is considered on a trip after the scheduled showtime of the pairing. Therefore, if a trip changes after showtime, the pairing will be rebuilt to reflect the changes.
 - g. Mid-Trip Deviations
A pilot may deviate from a scheduled deadhead between any two revenue segments of a trip only with the prior approval of the pilot's Fleet Captain (or designee).
 - h. End-of-Trip Deviations
A pilot shall notify the Company through VIPS of the pilot's deviation from a deadhead scheduled at the end of a trip:
 - i. at least 60 hours prior to the showtime for an international deadhead; or
 - ii. at least 8 hours prior to the showtime for a domestic deadhead, unless the airline requires an earlier notification to avoid cancellation penalties, in which case the deviation notification must occur 12 hours prior to the carrier's penalty deadline. The Company shall include the carrier's cancellation policy in the E-Ticket issued to the pilot by the Company's travel department or vendor.
 - i. Business Status While Deviating
 - i. A pilot who deviates is considered to be on business travel (and shall be afforded all rights and benefits as such) while traveling under the provisions of this Section.
 - ii. A pilot may book a Company jumpseat as all or part of the pilot's deviation travel. A pilot using a jumpseat for the purpose of a deviation shall have business jumpseat status (or equivalent booking status).
2. Deadhead Deviation Banks
- a. Application By Bid Period
The Company shall establish a deviation bank for each pilot for each bid period.
 - i. The value of a given bid period's deviation bank shall be equal to the value of:
 - (a) the applicable fare(s) for the scheduled commercial deadhead ticket(s) for all trips flown during that bid period; and
 - (b) the value of the applicable fare(s) for the scheduled commercial deadhead ticket(s) for recurrent training scheduled during that bid period (if any).
 - ii. To the extent that the pilot's allowable/reimbursable deviation expense claims for a given bid period are less than the pilot's deviation bank credit for that bid period, that balance shall ~~first be reduced by half~~ remain intact for three additional bid periods. This deviation bank allowance (DBA) shall be available to offset past or future deviation bank overspends, as follows:
 - (a) If the pilot had allowable/reimbursable deviation expense claims for the immediately preceding bid period which exceeded the pilot's deviation bank for that bid period, the DBA shall be applied to offset the prior overspend; and
 - (b) Any DBA balance remaining after application of Section 8.C.2.a.ii.(a) above shall be added to the pilot's deviation bank in the immediately subsequent bid period.

[Application note: the automation has and will continue to apply all previous bid periods' remaining balances (oldest to newest) to that overspend.]

~~Example: For the April bid period, the pilot incurred allowable deviation expenses which exceeded the pilot's April deviation bank by \$200. In May, the pilot incurred allowable deviation expenses which were \$1,000 less than the pilot's deviation bank. The pilot's DBA for May was \$500, of which \$200 rolled back to offset the pilot's April overspend. The remaining \$300 of the pilot's May DBA shall be included in the pilot's June deviation bank.~~

iii. Following the three additional bid periods, any remaining balance shall then be reduced by 50% and credited to the pilot's Hotel Airfare Cancellation Bank (Section 8.C.2.h.).

b. Deviation Bank Credit

i. Bid Period Package Deadhead

- (a) If the pilot notifies the Company of the pilot's deviation from a commercial deadhead prior to the first day of the bid period in which the applicable trip begins, the pilot's deviation bank shall be credited with the higher of the Baseline Fare or the Established Fare.
- (b) If the pilot notifies the Company of the pilot's deviation from a commercial deadhead on or after the first day of the bid period in which the applicable trip begins, the pilot's deviation bank shall be credited with the Established Fare.

ii. Non-Bid Period Package Deadhead

For trip revision(s) involving revision(s) to a deadhead(s), and for trips constructed after the publication of the bid period package, the pilot's deviation bank shall be credited with the higher of the Baseline Fare or the Established Fare.

- c. A deadhead associated with a carryover trip shall be credited to the deviation bank for the bid period containing the showtime for the deadhead.
- d. All deadhead travel shall be classified into two categories, Front/Back-End, and Mid-Trip. For the purpose of deviation bank credit, each category shall be treated separately. However, if a deadhead trip is changed or canceled by the Company, the associated deadhead bank monies remain intact. Within each category, a pilot's bank credit shall be determined as set forth in Section 8.C.2.a.
- e. With respect to a pilot who deviates on the front-end of a trip, but who does not actually operate any portion of the trip due to a sick call, the pilot shall be compensated and the pilot's sick leave account shall be reduced by the scheduled credit hours for that entire trip, unless the pilot has made a demonstrable effort to commence the pilot's deviation travel.

Example 1: A pilot deviates from the pilot's scheduled deadhead travel from MEM to CDG via ATL, and instead plans to travel from JAX to CDG via EWR. The pilot arrives at the JAX airport and calls in sick, after the scheduled showtime of the original trip. The pilot receives partial pay and credit for the trip up to the time of the pilot's sick call, with the balance of the trip guarantee charged to the pilot's sick bank, in accordance with Section 14.

Example 2: A pilot deviates from the pilot's scheduled deadhead travel from MEM to CDG via ATL, and instead plans to travel from DEN to CDG via ORD. The scheduled showtime for the MEM to ATL scheduled deadhead is 1540z on September 3. The pilot's deviation deadhead from DEN to ORD has a showtime of 1100z on September 4. The pilot calls in sick from the pilot's home in DEN at 0900z on September 4. If the pilot holds trip guarantee, the pilot shall be compensated, and the pilot's sick leave account shall be reduced by the scheduled credit hours for the entire trip, in accordance with Section 14.

- f. A pilot in initial, transition or upgrade training (ITU) shall have a separate deviation bank established for the duration of such training. The training deviation bank shall be determined as set forth in Section 8.C.2.a.
- g. Deviation expenses associated with ITU training shall be reconciled against the pilot's training deviation bank by submission of an expense report at the end of the pilot's training period.

- h. Hotel ~~Room~~Airfare Cancellation (~~HRCHAC~~) Bank
 - i. The Company shall establish a Hotel ~~Room~~Airfare Cancellation (~~HRCHAC~~) bank for each pilot.
 - ii. For all hotel rooms canceled by a pilot through CRS or other designated means at least 26 hours prior to the scheduled hotel check-in (i.e., in accordance with Section 5.B.7.), the Company shall credit ~~\$3550~~ (domestic hotel reservations), or ~~\$6570~~ (international hotel reservations) to that pilot's ~~HRCHAC~~ bank, provided, however, that the pilot actually operated the trip containing the canceled hotel room(s).
 - iii. ~~HRCHAC~~ bank credits up to \$7,500 shall be available to offset allowable/reimbursable deviation bank expenses incurred during any bid period.
 - iv. The Company shall make available for the pilot's reference, via VIPS, a pilot's current ~~HRCHAC~~ bank balance.
 - v. A pilot's ~~HRCHAC~~ bank balance shall be capped at ~~\$10,000~~15,000.
 - vi. On-property sleep rooms are not guaranteed to pilots who cancel Company-scheduled hotel rooms (e.g., IND day rooms).

3. Deviation Options and Qualifying Expenses

Subject to the limitations and reporting provisions in Section 8.C.4. and C.5., a pilot's air travel, train travel, surface transportation, hotel use, parking and non-taxable per diem are allowable/reimbursable expenses as provided in this paragraph.

a. Air Travel

- i. In the following circumstances, air travel expenses are allowable/reimbursable:
 - (a) to or from a pilot's base to position to/from a scheduled assignment.
 - (b) deviation from scheduled deadhead travel.
 - (c) deviation from scheduled deadhead travel between a pilot's base and training conducted away from the pilot's base.
- ii. Air travel expenses shall be limited to the applicable fare (as determined in accordance with Section 8.C.2.a.) for the class of service for which the deviation travel would otherwise qualify under Section 8.A.5.
- iii. ~~Seat Fees associated with seat~~ selection ~~fees (e.g., Southwest Business Select, Delta Economy Comfort, United Economy Plus)~~, provided the pilot charges the fee(s) to the pilot's Company issued travel card (receipts required regardless of amount). Such fees shall be limited to ~~the greater of: \$100 per positioning sequence (i.e., front-end, mid-trip, or back-end).~~
[Note: Fees associated with seat changes within the economy class of service are eligible expenses under this paragraph (e.g., Delta's current "Comfort Plus" offering)]
~~(a) \$40 per flight segment; or~~
~~(b) \$80 per positioning sequence (i.e., front-end, mid-trip, or back-end).~~
- iv. Airport departure fees.
- v. If a pilot scheduled for a nonstop deadhead over 16 hours on duty, who is not booked in first class, deviates from the scheduled deadhead in order to obtain first class on another carrier, the following shall apply:
 - (a) the pilot shall include with the pilot's deviation expense report an e-mail from corporate travel indicating that first class was not available on the originally scheduled deadhead at the time the booking was made; and
 - (b) the provision of the e-mail in Section 8.C.3.a.v.(a) shall entitle the pilot to be reimbursed for the pilot's deviation ticket up to the full fare first class cost of a direct, nonstop deviation deadhead whose origin and destination match the scheduled deadhead, regardless of the pilot's deviation bank value. A

deviation deadhead covered by this paragraph must be among the standard routings scheduled by the carrier.

- vi. If a pilot scheduled for a deadhead less than 16 hours on duty but more than 10 hours scheduled block hours, who is booked in economy class, deviates from the scheduled deadhead in order to obtain a higher class of service on another carrier, the following shall apply:
 - (a) the pilot's Deviation Bank shall be credited with 130% of the Established Fare on the scheduled deadhead routing; and
 - (b) the pilot's deviation travel is not required to match the scheduled deadhead routing.
- b. Surface Transportation
 - i. Surface (including water borne) transportation expenses between a field airport/FedEx operations area and the layover hotel are allowable/reimbursable.
 - (a) The vendor for surface transportation shall be selected in the following order:
 - (1) Company provided transportation (crew bus), or hotel transportation; or, if unavailable,
 - (2) The contract vendor in that city; or, if unavailable,
 - (3) Another vendor, in which case reimbursement for surface transportation is limited to \$150 per occurrence, unless a higher charge is authorized by the pilot's Fleet Captain, or designee.
 - (b) Surface transportation used at other than the scheduled pickup time shall not be direct billed.
 - ii. Surface (including water borne and rental cars) transportation of reasonable expense between commercial locations, or between a residence and the field airport/FedEx field operations area, greater than \$100 per occurrence requires prior approval by a pilot's Fleet Captain. Approval requests shall be available via the Company's online expense reporting system.
 - iii. A pilot who is assigned to initial, transition or upgrade training away from the pilot's base may elect to drive the pilot's vehicle to the training location. In this event, the AAA calculated mileage, round trip from the pilot's permanent residence to the training facility at the current IRS mileage rate shall be allowable/reimbursable (e.g., training in DFW and a pilot drives the pilot's car to and from).
- c. Trains

Travel by train or subway is an allowable/reimbursable expense to the same extent air travel or surface transportation expenses would have been allowable/reimbursable.
- d. Hotel
 - i. Non-Intercontinental Deadheads

A pilot who is scheduled for consecutive non-intercontinental deadheads from and back to the same city, may expense up to 3 nights of hotel use in the contract hotel in lieu of the scheduled deadhead tickets. The hotel use shall be between the scheduled deadheads. Use of a non-contract hotel, and any hotel use for greater than 3 nights, requires prior approval of the pilot's Fleet Captain, or designee.
 - ii. Intercontinental Deadheads
 - (a) A pilot who deviates from intercontinental deadhead travel may expense up to 3 nights of hotel use in lieu of the scheduled deadhead ticket. The hotel use shall be on consecutive days in conjunction with the revenue portion at the beginning or end of a trip. Hotel use for greater than 3 nights requires prior approval of the pilot's Fleet Captain, or designee.

- (b) A pilot who deviates from intercontinental deadhead travel may expense hotel(s) as part of the pilot's deviation travel as follows:
 - (1) the pilot may expense 1 hotel room as a deviation expense; or
 - (2) the pilot may expense up to the same number of hotel rooms as in the pilot's scheduled deadhead.
 - iii. A pilot who deviates from deadhead travel at the beginning of a trip may check in at the contract hotel a maximum of 2 days early. This hotel use is a deviation expense charged to the pilot's bid period deviation bank.
 - iv. A pilot who has a SUB window may use a hotel room at the pilot's base. This hotel use is an allowable/reimbursable expense charged to the pilot's bid period deviation bank.
[Note: This option is in addition to Section 25.H.5.c. and e.]
 - v. ~~iv.~~ When hotel use is an allowable/reimbursable deviation expense:
 - (a) the pilot is responsible for the pilot's hotel reservation;
 - (b) reimbursement shall be limited to the contract hotel rate for the city associated with the revenue portion of the trip; and
 - (c) authorized expenses shall not be direct billed.
 - e. Non-Taxable Per Diem

A pilot claiming hotel use as a deviation expense under Section 8.C.3.d.i. or ii. may also claim non-taxable per diem for the period covered by the pilot's hotel reimbursement claim (i.e., one night hotel use equals 24 hours per diem) and not otherwise covered by per diem for a scheduled trip. This per diem shall be paid at the rate for the city associated with the revenue portion of the trip.
 - f. Parking

A pilot may claim up to \$375 per quarter for parking passes or fees at an airport outside the pilot's base.
4. Limitations on Deviation Expenses
- The following limitations apply to deviation expenses:
- a. All deviation expenses shall be paid for using the Company issued Travel Card, unless:
 - i. the vendor will not accept the card; or
 - ii. the vendor has rendered both authorized and unauthorized deviation expenses, and refuses to allow the pilot to pay for authorized expenses with the Company Card and for unauthorized expenses in another manner. In this case, the pilot shall pay the vendor's bill by personal means, and shall submit an expense report requesting reimbursement for the authorized expenses.
 - b. Expenses which are otherwise allowable/reimbursable, but which exceed the value of a pilot's deviation bank are the pilot's responsibility, and shall be handled in accordance with Section 8.C.5.bd.
 - c. The Company shall pay all fees associated with scheduled deadhead tickets. Fees associated with an unused deviation ticket shall not be allowable unless a Company schedule change was the reason why the ticket could not be used, or had to be changed. These costs/fees shall be handled in accordance with Section 8.C.5.bd., and shall be limited to the actual cost but shall not exceed \$25 per transaction.
 Note: When a deviating pilot arranges for the booking of the pilot's deviation travel, either via an electronic system(s) or by phone contact with the Company's travel department or vendor, the Company is responsible for any of the above-listed fees that may be incurred due to the cancellation of the scheduled travel, and/or the booking of the pilot's deviation travel itinerary. However, in the event the pilot makes any subsequent changes to the pilot's deviation travel itinerary, and if those changes result in any of the above-listed fees, the pilot shall be responsible for those fees.

- d. All deviation travel must be on a commercial carrier, except as specifically authorized otherwise in this Section.
 - e. Travel claimed as a deviation expense must begin or end within 3 days of the scheduled assignment to/from which the pilot is deviating (e.g., scheduled deadhead, trip or R-day) and must proceed to the intended destination of the deviation with no greater than a 24 hour delay enroute, domestically, and a 48 hour delay enroute internationally.
 - f. When a pilot claims hotel use in lieu of a scheduled deadhead ticket(s) as provided in Section 8.C.3.d.i. or ii:
 - i. the scheduled deadhead ticket(s) establishes a “mini-bank” (i.e., claims based on that ticket(s) are allowable/reimbursable only up to the cost of that scheduled deadhead ticket(s)); and
 - ii. the value of the deadhead ticket(s) may not be used for any deviation expense other than hotel use (as provided in Section 8.C.3.d.i. or ii.) and non-taxable per diem.
 - g. Expenses, other than those identified in this section as authorized, are not allowable/reimbursable (e.g., expenses associated with the use of a personal vehicle (other than allowable parking expenses), telephone, food, newspapers, recreation, etc., are not allowable/reimbursable).
5. Reporting Procedures
- a. An expense report shall be submitted if:
 - i. A deviation ticket is purchased through a Company designated group or department (e.g., Global Travel):
 - ii. An allowable/reimbursable expense is charged to a Company-issued Travel Card; or
 - iii. An allowable/reimbursable expense is paid out of pocket.
 - b. ~~a. Any time an expense is charged to a Company issued Travel Card, a deviation ticket is purchased, or a deviation expense is incurred, an expense form shall be submitted, with appropriate original~~ Original receipts (or electronic reproduction thereof) shall be required with the expense report submission. Boarding passes are required for tickets purchased ~~with personal funds~~ out of pocket. Receipts are not required for allowable/reimbursable expenses under ~~\$25. Such 75~~ or the applicable IRS maximum, whichever is less.
 - c. An expense form report shall be submitted no later than the end of the subsequent bid period. A pilot shall have access to a DBA balance based on previous bid periods, provided that all previous bid period expense reports have been submitted (including auto submissions).
- [Note: this DBA balance is subject to the outcome of each expense report audit by the Company]
- d. ~~b.~~ If a pilot’s allowable deviation expenses for a bid period exceed the value of the pilot’s deviation bank (as adjusted by operation of Section 8.C.2.a.ii., if applicable) for such bid period or if a pilot has incurred unallowable expenses, the Company shall utilize payroll deduction to satisfy the pilot’s balance, subject to the 25% limit expressed in Section 3.E.
 - e. ~~e.~~ A pilot shall designate on the pilot’s online expense report any claim for deviation travel expenses incurred while commuting to or from the pilot’s base. The amount of such claim that is allowed/reimbursed shall be included in the pilot’s income as taxable compensation and all applicable taxes will be withheld.

SECTION 12 HOURS OF SERVICE

A. General

1. Flying (Non-Company)

- a. This Agreement contemplates that pilots shall devote their entire professional flying service to the Company, except that nothing in this Agreement shall be construed to prevent a pilot from affiliating with the military service of the United States.
- b. Pilots shall not fly aircraft other than those operated by the Company for hire or remuneration unless authorized by the Vice President, Flight Operations, or designee.
- c. Except for Company flight operations, a pilot shall not perform flying which would count toward the pilot's FAR regulated block hours or duty time limitations. This does not restrict a pilot who is a member of a military guard or reserve organization in the flying of military aircraft.

2. Except as provided in Section 12.B.3.a.iii. and B.3.c.iii. (Airport Standby), and Section 25.M.1.g. (Reserve), a pilot shall be subject to operational limitations during a duty period within a trip. At all other times, a pilot shall be subject to scheduled limitations.

3. Operational Emergency

If the Company's operations are disrupted due to extenuating circumstances not within the control of the Company, including, but not limited to, severe weather, natural disasters, abnormal ATC limitations or significant system disruptions, the Vice President, Flight Operations, or designee, may declare an operational emergency. When an operational emergency is declared, all flight, duty time and rest limitations may be extended/reduced to FAR limits, except as provided in Section 12.D.9. An operational emergency may be declared for a specific sort facility, a region of the system, nationwide or worldwide. In addition, the Company shall communicate the reasons for an operational emergency as soon as practicable but no later than 72 hours following the declaration thereof. In case of an operational emergency declared under this paragraph, the processes described in Section 12.C.5.b.ii. (domestic) and 12.D.6.c.ii. (international) shall apply.

4. A legal rest period shall not be considered interrupted when the Company:

- a. provides a wake-up (alert) call to the pilot:
 - i. no earlier than 2 hours prior to showtime for an international duty period; or
 - ii. more than 2 hours prior to showtime as required by Section 12.D.1.g. in situations involving ground transit time exceeding 1 hour; or
- b. leaves any form of non-verbal communication for a pilot staying at a hotel, e.g., note under the door, phone light; or
- c. attempts to leave a message by telephone for a pilot at a location other than a hotel; or

- d. attempts to notify a pilot of a personal emergency.
5. Maximum Landings
- a. A pilot shall not be scheduled to exceed 3 landings, as part of an operating crew, in a duty period that begins in the critical period. If a pilot is scheduled for 3 landings as described above, the pilot's next duty period that begins in the critical period in that trip shall have 2 or fewer landings, unless the pilot had an intervening critical period free from duty.
 - b. A pilot shall not be scheduled to exceed 4 landings, as part of an operating crew, in any duty period that touches the critical period.
 - c. A pilot shall not be scheduled to exceed 5 landings, as part of an operating crew, in any duty period.
 - d. A domestic multiple day trip shall not be scheduled for a cumulative total of more than 12 landings in the critical period, unless approved by the SIG.
 - e. The landing limits in this paragraph may be increased by 1 operationally.
6. Operational Trip Return to Base
- a. Should an operational circumstance arise which requires a flight to return to base (or remain there) with no other intermediate destination (e.g., not block out, return to blocks prior to take-off while at base, air turn-back to base), the trip is not terminated, and CRS has the following options:
 - i. revise the trip to block out in that duty period;
 - ii. revise the trip to block out after a legal rest period at base; or
 - iii. remove the pilot, in which case the pilot:
 - (a) shall be compensated the greater of 3 CH, ABH, or duty rig computed from the pilot's scheduled showtime until the pilot's actual release; and
 - (b) shall be eligible for substitution, if applicable, for the balance of trip guarantee.
 - b. Should an operational emergency be declared as provided in Section 12.A.3. due to severe weather, mechanical difficulties, or other extenuating circumstances in a designated sort facility, flight crews may be rescheduled or diverted to their base. Under these circumstances, the pilot's base will be treated as a normal alternate and not as a base. As such, the trip will not terminate, but will continue as if originally transiting the scheduled sort facility (i.e., hub turn outbound or layover in base as if the pilot was on a layover at the originally scheduled sort facility).
7. The Company shall provide a bid period report to the Association which indicates the dates, flights and relevant circumstances in which the Vice President, Flight Operations, or designee, exercised the VP's authority to operationally extend a pilot beyond the Section 12.C.5. and 12.D.6. operational duty limitations or as provided in Section 12.B.3.b.ii.(c) and Section 12.B.3.d.ii.(c), except for extensions due to an operational emergency declared under Section 12.A.3.
8. If a pilot's trip is extended into time originally scheduled free from duty at base, such extension shall be limited to the following, unless the pilot consents to a longer extension:
- a. the Company may extend a pilot:

- i. on a domestic trip up to ~~36~~30 hours into time previously scheduled free from duty at base; or
 - ii. on an international trip up to ~~84~~72 hours into time previously scheduled free from duty at base.
 - b. maintenance or weather disruptions particular to the pilot's specific flight shall, but only to that limited extent, provide the Company with the ability to exceed the ~~36/84~~30/72 hour limit without the pilot's consent. For a flight which operates on multiple days (Ex. SAN-MEM Monday through Friday) under the same flight number, "specific flight" is a flight on a specific date, included in a trip awarded/assigned to a particular pilot, and not a flight scheduled to operate under the same flight number on a different date. Ex. Pilot A is scheduled to operate SAN-MEM on Tuesday as Flight 7. A flight is also scheduled to operate SAN-MEM on Friday also labeled Flight 7. Pilot A's specific flight 7 on Tuesday. Notifications of the use of this provision shall occur using the provisions of Section 12.A.7.
9. Fatigue
 - a. A pilot who is excessively tired prior to actual check-in for a trip in base following a legal rest period shall notify CRS immediately and speak to a Fleet Captain or the Duty Officer about the pilot's situation. The pilot will be removed from the pilot's trip and to the extent the pilot had trip guarantee, the hours shall be eligible for make-up. If the trip was a reserve assignment, the underlying R-days will be dropped without pay, and the value of those R-days shall be eligible for make-up.
 - b. A pilot who becomes excessively tired subsequent to actual trip check-in shall notify CRS immediately and talk to the Duty Officer about the pilot's situation. Depending on the pilot's situation and the Duty Officer's assessment, one of the following alternatives shall be enlisted to address the issue:
 - i. The pilot may be given a legal rest period. The pilot's schedule thereafter may also be postponed until after the legal rest period is concluded.
 - ii. The pilot's current trip may be revised to include some alternative duty assignment.
 - iii. The pilot may be removed from the pilot's trip and placed in sick leave status as provided in Section 14.B.5., subject to Section 12.A.9.fg. below; the pilot shall automatically be returned from sick leave ~~at~~24 hours after the conclusion of the pilot's trip removal. The pilot shall have the ability to call in "well" prior to the 24 hours as provided in Section 14.B.3.
 - c. Deadheads that are necessary in any of the above situations shall be accomplished in accordance with this Agreement.
 - d. In the event there are any questions about the pilot's fatigue call, the Association members of the Fatigue Event Review Committee (FERC) may make the initial contact with the pilot to discuss the issue(s) further.
 - e. The pilot shall submit a Fatigue Event Report, via appropriate Company automation, within 72 hours after the pilot's fatigue call.

- f. A pilot who calls fatigued away from base during a trip shall be treated in the same manner as provided in Section 14.B.4., and shall have local transportation and lodging provided by the Company.
- g. The FERC shall meet and discuss all pilot fatigue calls made subsequent to actual trip check-in. For instances to which Section 12.A.9.b.iii. applied, the FERC will evaluate the circumstances surrounding the fatigue call and will attempt to reach a consensus concerning compensation for that trip, or portion thereof, not operated owing to the fatigue call.
 - i. The FERC may decide to authorize compensation as follows:
 - (a) With deduction of the applicable credit hours from the pilot's sick bank; or
 - (b) With no deduction from the pilot's sick bank.
 - ii. In the absence of consensus, the FERC shall refer the decision to the SCP.

10. Fatigue Risk Management System (FRMS)

With the consent of the Association, the parties may examine pairings as part of the Fatigue Risk Management System as follows:

- a. For purposes of FRMS study, pairings shall be grouped into three categories:
 - Category 1: Prospective ULR Pairings;
 - Category 2: Prospective pairings that do not comply with either the FARs or the CBA or both; and
 - Category 3: Prospective pairings which comply with both the FARs and the CBA.
- b. The Association consents to the study of ULR pairings (Category 1). Specific ULR pairing designs shall be approved in advance, unanimously by the Data Collection Steering Committee (DCSC) (e.g., flight sequence, layover times, location, departure and arrival times, time free from duty prior to and after the pairing). The DCSC will make decisions based upon available sleep science. Such pairings shall comply with Section 12.E.
- c. The parties shall agree to a methodology for the clear and uniform identification of FRMS study pairings.
- d. FRMS study pairings in Category 1 and 2 shall be offered to pilots on a strictly voluntary basis as agreed to by the parties.
- e. Reserve pilots will be assigned FRMS study pairings on a voluntary basis only.
- f. FRMS pairings will not be placed onto secondary lines unless specifically preferred by the pilot.
- g. FRMS study pairings not assigned by the applicable assignment window, as described in Section 25.G.3.a., shall be:
 - i. Reconstructed to comply with the CBA and FARs, and assigned per the CBA; or
 - ii. Notwithstanding Section 25.P., assigned to management pilots as originally designed but without data collection. Section 9.A.3. shall not apply to management assignments pursuant to this paragraph.
- h. Pilots voluntarily operating Category 1 or 2 FRMS pairings shall be required to participate in the collection of human performance/alertness data, in

- accordance with and as required by the data collection protocols contained in the Collection of Human Performance/Alertness Data MOU. For Category 3 FRMS pairings, the Company shall not require participation in the collection of human performance/alertness data, but may solicit for such, as provided in Paragraph A.6. of the Collection of Human Performance/Alertness Data MOU.
- i. After appropriate testing and validation of such change(s) (as determined by the DCSC with the concurrence of the Fatigue Risk Management Group (FRMG)), the parties may seek to change provisions of this Agreement to the extent necessary to implement the tested and validated change(s). Any such changes shall be implemented if approved by the Company and the Association. The Association's approval shall be sought in a manner deemed appropriate by the Association's MEC (e.g., MOU, LOA, etc.).
 - j. Association members of the DCSC and FRMG shall be removed from flying as provided for FOQA Gatekeepers under Section 18.A.2.a. and shall be compensated and treated accordingly under Section 18.B.
11. In the event the Company becomes subject to new flight and duty time regulations that restrict operations otherwise permitted by this Agreement, the Company and the Association will meet to discuss jointly pursuing FAA certification of the affected CBA provisions as an Alternative Means of Compliance (AMOC) in lieu of such new, otherwise restricting, regulations.
12. Effective [the effective date of this Agreement, to be filled in], the Company shall compensate a pilot participating in a "study pairing" the applicable amount of special project pay (Section 4.S.) as described in the Collection of Human Performance/Alertness Data MOU (Data MOU) Paragraph D.4. chart for each day of the pilot's participation in the data collection effort, without a "maximum bid period compensation" limit.
- a. A "study pairing" includes any study as provided in Section 12.A.10., Section 25.BB.E.5. (FRMG Track), the Data MOU, or other data collection effort agreed to by the Company and Association.
 - b. "Each day" shall include a Day (Section 2.38) the pilot's trip footprint touches, plus any additional days requested by the DCSC.

B. Duty Period Limitations

1. Duty periods begin and terminate as follows:
 - a. When the first activity in a duty period is flight deck duty, that duty period shall begin with a showtime 1 hour before the scheduled block-out or actual check-in time, whichever is later. Such duty period may begin with a showtime more than 1 hour prior to scheduled block-out if the time greater than 1 hour is designated as a standby period. Commencement of a duty period shall not be delayed if block-out is rescheduled after scheduled showtime or actual

check-in, whichever is later. If a trip is designated for a potential early pull from a pilot's base, the showtime will be revised accordingly.

Example: The scheduled block-out of 0900 is moved up to 0830. Showtime automatically moves up from 0800 to 0730, and this is not standby time. On the other hand, if the scheduled block-out remains at 0900 and the Company wants the pilot to show early at 0730, then the period between 0730 and 0800 is a standby period.

[\[Note: The Company will implement a means to provide pilots with a notification of a revised scheduled showtime and, when possible, the revised corresponding ground transportation.\]](#)

- b. When the first activity in a duty period is a deadhead by air, that duty period shall begin with a showtime at least 1 hour before the scheduled departure. Pilots may check in via VIPS in lieu of checking in at the FedEx operations area. The showtime for a deadhead sequence that begins with an intercontinental commercial deadhead segment shall be at least 1:30 hours prior to scheduled block-out.
- c. When the first activity in a duty period is a deadhead by surface transportation, that duty period shall begin at the scheduled or rescheduled time of pick up.
- d. When a deadhead precedes flight deck duty in the same duty period, the following shall apply:
 - i. If the deadhead is on a scheduled passenger air carrier, at least 1:30 (domestic)/2:00 (international) hours shall be scheduled between deadhead arrival and FedEx revenue flight block-out.
 - ii. If the deadhead is on Company (freight) aircraft (operational deadheads), chartered jet aircraft, or non-freight Company jet aircraft, at least 1 hour shall be scheduled between block-in and block-out.
 - iii. If the deadhead is a deadhead by surface transportation, at least 1 hour shall be scheduled between the surface deadhead arrival and block-out.
- e. When a deadhead follows flight deck duty in the same duty period, the following shall apply:
 - i. If the deadhead is on a scheduled passenger air carrier, at least 1:30 (domestic)/2:00 (international) hours shall be scheduled between block-in of the FedEx revenue flight and departure of the deadhead.
 - ii. If the deadhead is on a chartered jet aircraft or non-freight Company jet aircraft, at least 1 hour shall be scheduled between block-in and block-out.
 - iii. If the deadhead is on Company jet (freight) aircraft (operational deadhead), at least 30 minutes shall be scheduled between block-in and block-out.
 - iv. If the deadhead is by surface transportation, 15 minutes shall be scheduled between block-in and the deadhead departure.
- f. Except as provided in Section 12.B.2., when the last activity of a duty period is a deadhead by surface transportation that duty period shall terminate at the scheduled arrival time of the surface deadhead.

- g. When the last activity of a duty period is flight deck duty or deadhead by air, that duty period shall terminate 30 minutes after block-in.
2. If a pilot is delayed in the completion of the pilot's assigned duties beyond the scheduled or rescheduled termination time of the pilot's duty period (extended customs clearance, maintenance, surface deadhead), that duty period shall end at the completion of those duties, provided the pilot notifies CRS of the pilot's actual termination time prior to entering legal rest.
3. Standby
- a. Base Airport Standby
- i. A base airport standby duty period commences at showtime for the standby.
 - ii. A base airport standby duty period in which the pilot is not assigned a trip shall not exceed 5 hours.
 - iii. A base airport standby pilot may only be assigned a trip with a showtime during the 5 hour standby period (for revenue operations, scheduled block-out can be no later than 1 hour beyond the 5 hour standby period). If a pilot blocks out on that trip, the pilot shall be subject to scheduled operational limitations for the entire duty period, ~~unless extended to operational limitations with the prior approval of the Vice President, Flight Operations, or designee.~~
 - iv. The pilot shall be notified of an assignment at least 1 hour prior to scheduled block-out, unless the first leg of the assignment is deadhead by chartered aircraft or Company jumpseat, in which case the notification shall occur at least 45 minutes prior to scheduled block-out.
- b. Base Hotel Standby
- i. A base hotel standby period shall not exceed 11:30 hours.
 - ii. A base hotel standby pilot may only be assigned duty commencing during the standby period. If a pilot's pairing is revised, however, the following shall apply:
 - (a) If the pilot's next activity is a scheduled hotel standby and the standby is rescheduled to begin earlier, that new start time must be preceded by at least 12 hours free from duty.
 - (b) If a pilot is given an assignment with a showtime prior to the start of the pilot's next scheduled standby period, that assignment must be preceded by 12 hours free from duty.
 - (c) The 12 hour rest requirement provided in Section 12.B.3.b.ii.(a) and (b) may be reduced to the rest requirements of Section 12.C.6., or 12.D.7., as applicable. This may only be done by the Vice President, Flight Operations, or designee, in cases of operational emergency, as provided in Section 12.A.3., 12.C.5.b., or 12.D.6.c. If that occurs, the reduction in rest shall be reported to the Association in accordance with Section 12.A.7.
 - (d) If the pilot returns to base within the pilot's standby period, the provisions of Section 12.B.3.b.vi., vii., and viii. shall apply.

- (e) If a pilot is released early from the pilot's standby period, for purposes of this paragraph, that standby period ends upon the pilot's release.
- iii. A base hotel standby pilot shall be notified of an assignment at least 1:30 prior to scheduled block-out, unless the first leg of the assignment is deadhead by chartered aircraft or Company jumpseat, in which case the notification shall occur at least 45 minutes prior to scheduled block-out.
 - iv. If assigned a trip, a base hotel standby pilot's duty period shall begin at the showtime for that trip. If assigned a duty period that does not consist exclusively of a deadhead or operation as part of an augmented crew, the standby pilot shall be scheduled for release to a legal rest period not later than the scheduled on-duty limit for that showtime, but in any case, the standby pilot shall be released to a legal rest period not later than 4:30 hours after the end of the pilot's standby period.
 - v. If assigned to base airport standby duty, the pilot's duty period shall begin at showtime of the airport standby. If a pilot is not assigned a trip, the pilot's airport standby shall terminate 5 hours after beginning duty for that standby or at the end of the base hotel standby period, whichever occurs first.
 - vi. A base hotel standby pilot who performs a flight sequence originating in the pilot's base and returning to the pilot's base within the same base hotel standby period shall contact CRS within 30 minutes following block-in.
 - vii. If a base hotel standby pilot performs a flight sequence originating at a layover station and returning to the pilot's base for the purpose of resuming hotel standby status in that duty period, the pilot's 11:30 base hotel standby period starts at the showtime for that flight sequence or the beginning of the originally scheduled standby period in the base hotel standby sequence, whichever occurs first. The pilot shall contact CRS within 30 minutes following block-in.
 - viii. If a pilot resumes base hotel standby duty as provided in Section 12.B.3.b.vi., or vii., CRS may:
 - (a) hold the pilot for the remainder of the pilot's 11:30 base hotel standby period;
 - (b) assign the pilot to further duty commencing within the 11:30 standby period; or
 - (c) release the pilot to a legal rest period.
 - ix. A trip (including any extension) assigned to a pilot during a base hotel standby period shall be limited to no more than 30 hours (for a trip scheduled to domestic parameters) or 72 hours (for a trip scheduled to international parameters) into time previously scheduled free from duty at base, unless the pilot consents to waive the limitation.
- c. Field Airport Standby
- i. A field airport standby duty period commences at the showtime of the standby.

- ii. A field airport standby duty period in which the pilot is not assigned a flight shall not exceed 5 hours.
 - iii. A field airport standby pilot may only be given a flight sequence with a showtime during the 5 hour standby period (for revenue operations, scheduled block-out can be no later than 1 hour beyond the 5 hour standby period). If the pilot blocks out on the flight, the pilot shall be subject to scheduled limitations for the entire duty period, unless extended to operational limitations with the prior approval of the Vice President, Flight Operations, or designee.
 - iv. A field airport standby pilot who performs a flight sequence originating in the pilot's standby city and returning to that city within the same 5 hour field airport standby period, shall contact CRS within 30 minutes following block-in.
 - v. If a pilot performs a flight sequence originating at a layover city and returning to the standby city for the purpose of resuming airport standby status in that duty period, the pilot's 5 hour field airport standby period starts at the showtime for that flight sequence or the beginning of the originally scheduled standby period in the field airport standby sequence, whichever occurs first. The pilot shall contact CRS within 30 minutes following block-in.
 - vi. If a pilot resumes standby duty as provided in Section 12.B.3.c.iv., or v., CRS may:
 - (a) hold the pilot for the remainder of the pilot's 5 hour airport standby period;
 - (b) assign the pilot a flight sequence with a showtime within the 5 hour standby period; or
 - (c) release the pilot to a legal rest period.
 - vii. The pilot shall be notified of an assignment at least 1 hour prior to scheduled block-out, unless the first leg of the assignment is deadhead by chartered aircraft or Company jumpseat, in which case the notification shall occur at least 45 minutes prior to scheduled block-out.
 - viii. If a field airport standby pilot returns to the pilot's base, unless the pilot is released from the remainder of the pilot's trip by CRS, the pilot's trip shall not end as a result of returning to the pilot's base, notwithstanding the definition of a trip, and the following shall apply:
 - (a) if the pilot is not returned to the pilot's field standby location by the end of the pilot's next duty period, then at the end of the subsequent duty period, either the pilot's trip shall end or the pilot shall be returned to the pilot's standby location.
 - (b) the pilot may be scheduled to layover in the pilot's base prior to the application of Section 12.B.3.c.viii.(a) .
- d. Field Hotel Standby
- i. A field hotel standby period shall not exceed 11:30 hours.

- ii. A field hotel standby pilot may only be assigned duty commencing during the standby period. However, if a pilot's pairing is revised, in accordance with Section 25.S., the following shall apply:
 - (a) If the pilot's next activity is a scheduled hotel standby and the standby is rescheduled to begin earlier, that new start time must be preceded by at least 12 hours free from duty.
 - (b) If a pilot is given an assignment with a showtime prior to the start of the pilot's next scheduled standby period, that assignment must be preceded by 12 hours free from duty.
 - (c) The 12 hour rest requirement provided in Section 12.B.3.d.ii.(a) and (b) may be reduced to the rest requirements of Section 12.C.6., or 12.D.7., as applicable. This may only be done by the Vice President, Flight Operations, or designee, in cases of operational emergency, as provided in Section 12.A.3., 12.C.5.b., or 12.D.6.c. If that occurs, the reduction in rest shall be reported to the Association in accordance with Section 12.A.7.
 - (d) If the pilot returns to the pilot's standby city within the pilot's standby period, the provisions of Section 12.B.3.d.vi., vii., and viii. shall apply.
 - (e) If a pilot is released early from the pilot's standby period, for purposes of this paragraph, that standby period ends upon the pilot's release.
- iii. A field hotel standby pilot shall be notified of an assignment at least 1:30 prior to scheduled block-out unless the first leg of the assignment is deadhead by chartered aircraft or Company jumpseat, in which case the notification shall occur at least 45 minutes prior to scheduled block-out.
- iv. If assigned a flight, the pilot's duty period shall begin at the showtime for such flight. If assigned a duty period that does not consist exclusively of a deadhead or operation as part of an augmented crew, the standby pilot shall be scheduled for release to a legal rest period not later than the scheduled on-duty limit for that showtime, but in any case, the standby pilot shall be released to a legal rest period not later than 4:30 hours after the end of the pilot's standby period.
- v. If assigned to field airport standby duty, the pilot's duty period shall begin at showtime of the airport standby. If a pilot is not assigned a flight, the pilot's airport standby shall terminate 5 hours after the showtime of that standby or at the end of the field hotel standby period, whichever occurs first.
- vi. A field hotel standby pilot who performs a flight sequence originating in the pilot's standby city and returning to that city within the same field hotel standby period, shall contact CRS within 30 minutes following block-in.
- vii. If a pilot performs a flight sequence originating at a layover city and returning to the standby city for the purpose of resuming hotel standby status in that duty period, the pilot's 11:30 field hotel standby period starts at the showtime for that flight sequence or the originally scheduled

- showtime for that field hotel standby sequence, whichever occurs first. The pilot shall contact CRS within 30 minutes following block-in.
- viii. If a pilot resumes field hotel standby duty as provided in Section 12.B.3.d.vi., or vii., CRS may:
 - (a) hold the pilot for the remainder of the pilot's 11:30 field hotel standby period;
 - (b) assign the pilot to further duty commencing within the 11:30 standby period; or
 - (c) release the pilot to a legal rest period.
 - ix. If a field hotel standby pilot returns to the pilot's base, unless the pilot is released from the remainder of the pilot's trip by CRS, the pilot's trip shall not end as a result of returning to the pilot's base, notwithstanding the definition of a trip, and the following shall apply:
 - (a) if the pilot is not returned to the pilot's field standby location by the end of the pilot's next duty period, then at the end of the subsequent duty period, either the pilot's trip shall end or the pilot shall be returned to the pilot's standby location.
 - (b) the pilot may be scheduled to layover in the pilot's base prior to the application of Section 12.B.3.d.ix.(a).

C. Domestic Provisions

1. General

a. Applicability

Domestic provisions apply to activities conducted entirely within the contiguous 48 states, and to trips constructed under Section 12.D.1.b. and c. (International Provisions).

b. 1-in-7

A pilot shall be relieved from all duty for at least 24 consecutive hours at least once during any seven consecutive days.

c. 1-in-10

A pilot assigned exclusively to domestic trips within a period of 240 hours shall be scheduled to be relieved from all duty at the pilot's base for at least 24 consecutive hours at least once during that period. A pilot may waive the provisions of this paragraph to prevent a phase-in conflict, by indicating the pilot's waiver when the pilot submits the pilot's bid. It shall not be a violation of this rule if a pilot would have received the relief from duty required by this paragraph but for a bid line adjustment, reassignment trip, or a volunteer or draft assignment.

2. Domestic Block Hour Limitations

- a. A pilot shall not be scheduled as an operating crew member in excess of 8 block hours during a single duty period or during any consecutive 24 hour period, except as provided in Section 12.C.2.b. or d.
- b. A pilot may be scheduled as an operating crew member to exceed 8 block hours during any 24 consecutive hours. Prior to exceeding 8 ABH in that period, however, the pilot shall have received an intervening legal rest period

- of twice the block hours flown since the pilot's last legal rest period, or 99:30 hours, whichever is greater, except as provided in Section 12.C.2.c.ii. or iii.
- c. A pilot originally scheduled under Section 12.C.2.a., or b., but who, due to headwinds, ATC delays or other unavoidable circumstances (including an intermediate stop for these reasons) is projected to exceed the limitations contained in those paragraphs, may continue to the extent permitted by FAR regulations. Duty time and rest limitations as provided in Section 12.C.5. and C.6. still apply.
- i. A pilot who, due to headwinds, ATC delays or other unavoidable circumstances (including an intermediate stop for these reasons) is projected to exceed 8 ABH without an intervening legal rest period, shall be permitted to continue to base or to the pilot's layover station, whichever is scheduled to occur first, at which point the pilot shall receive a legal rest period. However, a crew shall not block-out from a location after having exceeded 8 hours of block time in a 24 hour period without a legal rest period.
- ii. If a pilot is originally scheduled to exceed 8 block hours in 24 consecutive hours, as provided in Section 12.C.2.b., but due to headwinds, ATC delays or other unavoidable circumstances (including any intermediate stops for these reasons), cannot receive the minimum required legal rest period, the following shall apply:
- (a) the pilot may be rescheduled for a legal rest period of at least twice the block hours flown since the pilot's last legal rest period, but not less than 89 hours; or
- (b) the pilot's schedule may be revised to not exceed 8 block hours in 24 consecutive hours; or
- (c) the pilot may be replaced (and shall earn trip guarantee).
- iii. If a pilot departs the pilot's base on a flight and makes an unscheduled return to that base without an intervening stop and the pilot is then projected to exceed 8 block hours in that same duty period, the Company shall employ one of the following options:
- (a) reschedule the pilot so as not to exceed 8 block hours; or
- (b) schedule the pilot for a legal rest period at base to ensure future legality; or
- (c) remove the pilot, and, if the pilot is not a MUV, MUS, CMU, AFB, VLT, or DRF pilot, the pilot shall be eligible for substitution; or
- (d) remove the pilot, and, if the pilot is a MUV, MUS, CMU, AFB, VLT, or DRF pilot, compensate the pilot the greater of 3 CH, ABH or duty rig computed from the pilot's scheduled showtime until the pilot's actual release.
- d. The following provisions shall apply in place of Sections 12.C.2.b. and c. above, for a pilot whose trip (or series of trips) includes no duty (scheduled or actual) in the Critical Duty Period:

- i. If the pilot's trip (or series of trips), as awarded/assigned, exceeds 7:35 block hours in 24 consecutive hours, during two consecutive Day Duty Periods, then:
 - (a) Prior to exceeding 7:35 ABH during that 24 consecutive hour period, the pilot shall have received an intervening legal rest period of at least 10:15, operationally reducible to 9:15;
 - (b) As awarded/assigned, the pilot may be scheduled for one additional flight segment after having exceeded 7:35 block hours during that 24 consecutive hour period. Operationally, however, the pilot may block-out on two scheduled flight segments during the duty period after having exceeded 8 ABH during that 24 consecutive hour period, provided that the pilot's intervening rest (described in Section 12.C.2.d.i.(a)) was at least 10:15; and
 - (c) The pilot shall be scheduled for a rest period of at least 13:00 following that second consecutive Day Duty Period, operationally reducible to ~~12:00~~11:00.

[With the approval of the SIG, a trip (or series of trips) may be constructed in the bid period package with a scheduled rest period of at least 12:00 following that second consecutive Day Duty Period.]

- ii. If the pilot's trip (or series of trips), as awarded/assigned, does not exceed 7:35 block hours in 24 consecutive hours, during two consecutive Day Duty Periods, but the pilot actually accrues additional block time such that the pilot is projected to exceed 8 ABH, then:
 - (a) Prior to exceeding 8 ABH during that 24 consecutive hour period, the pilot shall have received an intervening legal rest period of at least 10:15, operationally reducible to 9:15; and
 - (b) The pilot may not block-out on any additional flight segments after having exceeded 8 ABH in a 24 consecutive hour period without a legal rest period.

iii. A trip constructed under Section 12.C.2.d.i. shall be appropriately designated in the bid period package and VIPS.

3. Domestic Crew Planning Limitations

Crew Planning limitations shall apply until 48 hours prior to showtime of a trip or series of trips, except that such limitations do not apply to a sequence of trips that includes an optional assignment (e.g., make-up, trip trade, volunteer or draft). Trips constructed and revisions that occur after that time shall be governed by Section 12.C.4. through C.6., as applicable.

a. Layover Minimum

A layover preceding duty as an operating pilot shall be scheduled for at least 10:15 hours. A layover preceding deadhead duty may be scheduled to a minimum of ~~8:30~~11:00 hours.

b. Anchor Zone Requirements

An anchor zone is an 8 hour period of time, scheduled free from duty, that is common throughout a specified sequence of layovers. An anchor zone is required if a pilot's planned trip, or series of trips involves operation in the critical period. The following shall apply to trips requiring an anchor zone:

- i. The anchor zone shall be established based on the layover immediately preceding the first operation in the critical period and shall apply going forward only. If the first duty period in a trip or series of trips involves operation in the critical period, then the anchor zone is established based on the layover following such first operation in the critical period.
 - ii. By providing a layover of 18 hours or greater, an anchor zone may be reset. If the anchor zone is reset, then for the purposes of the anchor zone concept, the remainder of the trip following the reset anchor zone is considered to be a separate trip. An anchor zone is not reset merely due to the existence of a layover of 18 hours or greater; an anchor zone is only considered reset if the anchor zone after the 18 hour layover does not share a common 8 hours with the anchor zone prior to the 18 hour layover.
 - iii. An anchor zone may not be reset more than once during any trip or series of trips.
 - iv. For purposes of bid period package construction, an anchor zone reset within a trip or series of trips shall require approval of the SIG.
 - v. An anchor zone is not required in a layover preceding a deadhead-only duty period that concludes a trip.
 - vi. An anchor zone is not required on a standby trip.
- c. Maximum Trip Length
A domestic trip shall not be scheduled for more than 204 hours TAFB.
- d. Critical Period Operation with Deadhead Return
If flight deck duty occurs anytime in the critical period, there shall not be a following deadhead within the same duty period (unless approved by the SIG), except that the final duty period in a trip may contain such deadhead if the trip is scheduled to terminate in base prior to 1030 LBT and the duty period cannot be extended beyond normal scheduled duty limits to accomplish such.
- e. Maximum Connect Time
When a deadhead follows flight deck duty in the same duty period, no more than 4 hours shall be scheduled between block-in of the FedEx revenue flight and departure of the deadhead.
- f. Critical Period Out and Backs
Trips that depart base in the critical period and return to base in the same duty period (out and backs) shall be scheduled to block- in by 1000 LBT.

4. Domestic On-Duty Limitations (Scheduled)

a. Day

If the showtime for a duty period is between 0500 and 1559 LBT, that duty period shall be limited to a maximum of 13 hours scheduled, except as provided in Sections 12.C.4.d., e., or f.

b. Night

If the showtime for a duty period is between 1600 and 0059 LBT, that duty period shall be limited to a maximum of 11:30 hours scheduled, except as provided in Sections 12.C.4.d., e., or f.

c. Critical

If the showtime for a duty period is between 0100 and 0459 LBT, that duty period shall be limited to a maximum of 9 hours scheduled, except as provided in Section 12.C.4.g. and C.4.h.

d. Blended Duty Requirements

Transitions between the scheduled duty limits set forth in Section 12.C.4.a., b., and c. shall be as follows:

- i. Day to night transition: 1515 to 1645 with 1:1 slope
- ii. Night to critical transition: 2230 to 0100 with 1:1 slope
- iii. Critical to day transition: 0500 to 0530 blend from 11 hours to 13 hours.
- iv. If a pilot's duty period contains flight segments with at least 4 hours between block-in and block-out, and a day room is scheduled and reserved during that time, normal scheduled domestic on-duty limitations (not blended duty limitations) shall apply.

[\[Note: New Definition and Hard Parameter to be included in Section 25: Appendix A:\]](#)

DEFINITIONS:

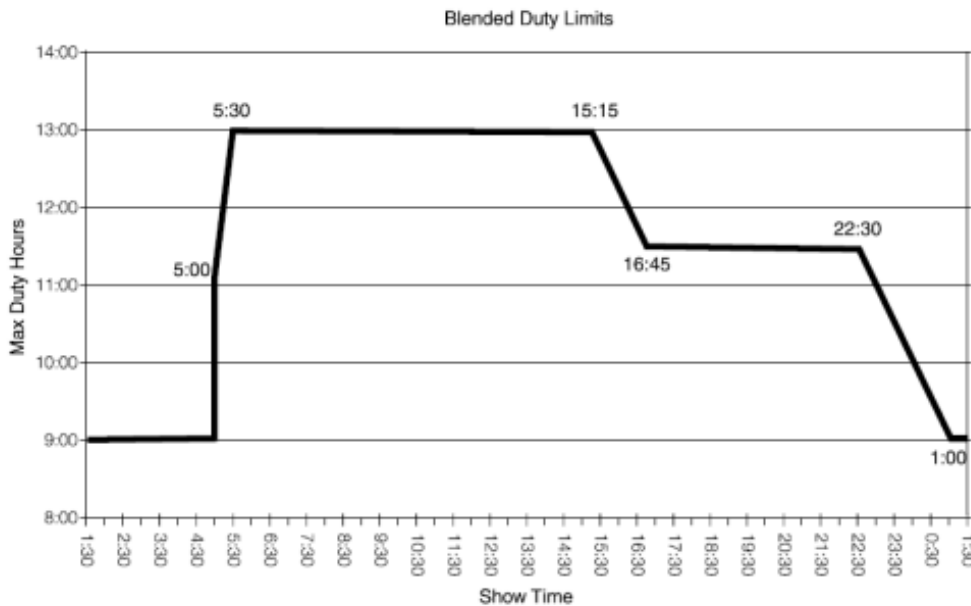
SUNRISE SORT DUTY PERIOD

Any duty period that turns through a Sort Facility from an inbound night/critical flight segment to an outbound day flight segment.

Hard Parameter:

7. A Sunrise Sort Duty Period shall not be scheduled with a follow-on minimum layover of less than 18 hours prior to an operating leg, unless approved by the SIG.

[Note: All currently existing, applicable pairing designs with follow-on layovers scheduled less than 18 hours shall remain approved.]



- e. If a pilot's duty period comprises portions of 2 trips (e.g., two trips hub turning), one of which is an optional assignment (e.g., makeup, trip trade, volunteer or draft), the following scheduled on-duty limitations apply:
 - i. If the duty period is less than the scheduled on-duty limitations of Section 12.C.4.a. or b. (i.e., 13 Day and 11:30 Night), then the applicable scheduled on-duty limit (i.e., 13 Day and 11:30 Night) shall still apply.
 - ii. If the duty period comprised of 2 trips exceeds the scheduled on-duty limitations of Section 12.C.4.a. or b. (i.e., 13 Day and 11:30 Night), then the duty period shall be limited to a maximum of 13:30 (Day)/13:00 (Night) scheduled on-duty.
- f. If a duty period is comprised exclusively of deadhead, the scheduled on-duty limitations contained in Section 12.C.4.a., b., or c. shall apply.
- g. Deadhead Following Revenue Flight

The following applies to a duty period which includes deadhead to base after revenue flight.

 - i. If the duty period began in the critical period, the entire duty period remains limited to 9 hours scheduled (i.e., no increased duty is permitted in order to deadhead).
 - ii. If the duty period began in the day or night period, the entire duty period may be scheduled up to 2 hours beyond the scheduled limitations in Section 12.C.4.a. or b., in order to accomplish the deadhead. However, the portion of the duty period prior to check-in for the deadhead shall be scheduled to the on-duty limitations contained in Section 12.C.4.a. or b., as applicable.
- h. For purposes of revenue recovery, the Vice President, Flight Operations, or designee, may authorize a trip to be scheduled up to operational limits in the

critical period. This paragraph is for recovery purposes only; bid pack trips may not be scheduled this way.

- i. If a pilot is scheduled to deadhead to base after revenue flying, and the pilot's duty period exceeds 10 hours, the pilot may obtain a hotel room at Company expense, in order to take a later flight, as provided in Section 5.B.1.f.
- j. If a pilot transits a base within a single duty period, at least 1:30 hours shall be scheduled between block-in and block-out. This paragraph does not apply to a transit which does not involve a change of aircraft.

Summary Chart for non-Blended Duty Limitations

DAY	Scheduled	Operational	FAR
0500–1559 LBT	13:00	14:30	16
Optional assignment awarded in excess of day limitations (e.g., SON, SWP, PDO, VLT, DRF, etc.)	13:30	15:00	16
NIGHT	Scheduled	Operational	FAR
1600–0059 LBT	11:30	13:00	16
Optional assignment awarded in excess of night limitations (e.g., SON, SWP, PDO, VLT, DRF, etc.)	13:00	14:30	16
CRITICAL	Scheduled	Operational	FAR
0100–0459 LBT	9:00	10:30	16
Optional assignment must be scheduled within critical limitations (e.g., SON, SWP, PDO, VLT, DRF, etc.)	9:00	10:30	16

5. Domestic On-Duty Limitations (Operational)

a. General Rule

A pilot shall not be operationally extended more than 1:30 past the applicable scheduled on-duty limitation, except as provided in Section 12.C.5.a.ii. and 12.C.5.b. The “applicable scheduled on-duty limitation” is the maximum scheduled on duty limitation in each category (i.e., day, night, critical, deadhead to base or optional trip trade, VLT, etc.), with reference to Section 12.C.4.a., b., c., d., e., or f., except that if the scheduled duty limit is blended, then the operational duty limit shall be 1:30 more than that specific blended limit.

- i. If a pilot's duty period was properly scheduled as provided in Section 12.C.4.d.iv., such pilot's scheduled duty limit remains the maximum scheduled on duty limit for the pilot's category, regardless of operational

- events affecting the pilot's scheduled ground time, or ability to use the pilot's day room (e.g., delayed inbound).
- ii. Reduced Operational Limit for Early Day Period Duties
 - (a) If the showtime for a pilot's duty period is between 0500 and 0530, the pilot's operational duty limit shall be :30 over the pilot's scheduled duty limit.
 - (b) If the showtime for a pilot's duty period is between 0531 and 0600, the pilot's operational duty limit shall be 1:00 over the pilot's scheduled duty limit.
 - b. If the Company's operations or flight(s) are disrupted due to extenuating circumstances not within the control of the Company, including, but not limited to, severe weather, natural disasters, ATC limitations or significant system disruptions, the following shall apply:
 - i. A pilot may, subject to Section 12.C.5.b.ii., be scheduled to continue up to FAR duty limits, with the prior approval of the Vice President, Flight Operations, or designee, if necessary to complete the pilot's scheduled or rescheduled flight sequence or return to base, whichever occurs first. Block time limitations as described in Section 12.C.2.c. still apply.
 - ii. In the event of a trip delay, revision or operational emergency that extends, or would extend, a pilot beyond the operational limitations, a pilot who becomes excessively tired shall notify CRS immediately and then speak to the Duty Officer about the pilot's situation. Depending on the pilot's situation and the Duty Officer's assessment, one of the following alternatives shall be enlisted to address the issue:
 - (a) The pilot's duty may be revised to include some alternative duty that is at or within operational limits; or
 - (b) The pilot may be given a legal rest period. In this case, the pilot's schedule thereafter may be postponed until after the legal rest period is concluded.
 - (c) Should it be determined that the pilot requires more rest than the legal rest provided pursuant to Section 12.C.5.b.ii.(b), the pilot may be removed from the balance of the pilot's trip and be placed in sick leave status. If the pilot is placed in sick leave status the pilot shall be automatically returned from sick leave at 24 hours after the conclusion of the pilot's trip removal. The pilot shall have the ability to call in "well" prior to the 24 hours as provided in Section 14.B.3.
 - (d) The FERC shall meet and discuss all instances to which 12.C.5.b.ii. applied.
 - iii. Deadheads that are necessary in any of the situations described in Section 12.C.5.b.ii. shall be accomplished in accordance with the Agreement.
 - iv. Nothing in these paragraphs shall diminish a pilot's responsibility to ensure that the pilot has adequate rest prior to reporting for duty.

- c. The 1:30 buffer applicable to base transits may be operationally reduced to not less than 1 hour (CRS may provide the 1 hour minimum operational buffer by rescheduling the outbound segment of a hub turn).
6. Domestic Rest Provisions
- a. A domestic rest period shall be scheduled for not less than 99:30 hours (88:30 hours when the following duty period consists entirely of deadhead), and shall not be operationally less than 89 hours (8:30 hours when the following duty period consists entirely of deadhead).
 - b. A pilot who exceeds 8 ABH in any consecutive 24 hour period shall be scheduled for a rest period of:
 - i. 17 hours prior to performing the pilot's next duty as an operating crew member, when Sections 12.C.2.b. or c. are applicable. This rest period may be operationally reduced as necessary, consistent with FAR limitations, but not less than 11 hours; or
 - ii. 13 hours prior to performing the pilot's next duty as an operating crew member, when Sections 12.C.2.d.i. or ii. are applicable. ~~This rest period,~~ which may be operationally reduced to 12:11 hours. [For a SIG approved trip (or series of trips): a scheduled rest period of at least 12:00 hours.]
 - c. If a pilot cannot be scheduled for a return deadhead within 4 hours after scheduled block-in of the pilot's last revenue flight, the pilot shall be given a legal rest period prior to the pilot's return deadhead.
 - d. If a pilot operationally receives a layover of less than 11 hours, immediately following operation in the critical period, the pilot's next layover must be at least 12 hours, unless the remainder of the pilot's trip contains only deadheading, except as provided in Section 12.A.3. (operational emergency).

D. International Provisions

1. General

- a. Except as provided in Section 12.D.1.b. and c., international provisions apply to flight activities of pilots that originate from, have a destination of, or make an intermediate stop at a location outside the contiguous 48 states. A scheduled international flight activity that actually operates entirely within the 48 contiguous states shall be governed by the domestic provisions contained in Section 12.C.
- b. Domestic rest limitations may be applied to SIBA and FDA trips operating entirely outside the locations described in Section 12.D.1.c.i., provided that they are scheduled not to exceed domestic block hour and on-duty limitations. Such trips must also meet the following:
 - i. no duty period is scheduled to exceed 6 block hours or 11 hours on duty; and

- ii. if a duty period actually exceeds 6 block hours or 11 hours on duty, that duty period may be operationally extended as follows:
 - (a) to domestic limitations if the preceding rest period was at least a minimum domestic legal rest period; or
 - (b) to international limitations if the preceding rest period was at least a minimum international legal rest period; and
- iii. If a duty period actually exceeds 6 block hours or 11 hours on duty, the pilot shall receive an international legal rest period after that duty period.
- iv. A rest period of at least 18 hours after an intercontinental deadhead shall be scheduled prior to the operation of a live flight.
- v. An international legal rest period must follow a deadhead to and from a SIBA or FDA base in a trip on which a pilot, other than a pilot on SIBA or FDA, deadheads to and from a SIBA or FDA base to perform flying described in Section 12.D.1.b. (i.e., the pilot is not assigned to the SIBA or FDA location, but is assigned to fly a trip at such a location).
- c. Unless otherwise agreed by the Association SIG Chairman, trips in the following categories shall be scheduled and operated in accordance with domestic parameters rather than international parameters:
 - i. Trips that operate entirely within Alaska; or within or between Canada, Mexico, Bermuda, and Puerto Rico, or between any of these locations and the contiguous 48 states.
 - ii. For FDA pilots, trips operated exclusively within the “European theater.” For purposes of this provision, Section 12.D.1.c.ii., the “European theater” includes airports west of 40 degrees east longitude, north of 30 degrees north latitude and east of 10 degrees west longitude.
 - (a) If a non FDA pilot deadheads to and from an FDA to perform flying described in this paragraph, an international legal rest period shall follow each of these deadheads, but in any case a rest period of at least 18 hours after an intercontinental deadhead shall be scheduled prior to the operation of a live flight. The non FDA pilot shall otherwise be subject to domestic parameters.
 - (b) If the Company revises a trip that, prior to the revision, was scheduled exclusively within the “European theater,” and due to the revision includes activity outside the European theater, the remainder of the trip shall be subject to international parameters.
 - iii. If the Company opens a new FDA to operate trips that are not in the European theater, the parties shall meet and discuss whether trips assigned to that base should be eligible for construction under Section 12.D.1.c. If the Company and the Association agree, trips in that new FDA may be constructed under Section 12.D.1.c.
- d. International Duty Free Buffer
 - i. A pilot shall be relieved of all duty for at least 24 consecutive hours prior to the start of an international trip scheduled to exceed 120 consecutive hours [TAFB, except for trips scheduled in accordance with Section](#)

- [12.D.1.c.i.](#) A pilot may, however, be on reserve (during which time the pilot performed no flying or standby duty) within 24 hours of the showtime for an international trip scheduled to exceed 120 consecutive hours.
- ii. A pilot shall be relieved of all duty and reserve availability for at least 48 consecutive hours at the conclusion of an international trip that exceeds 120 hours TAFB, except for trips scheduled in accordance with Section 12.D.1.c.i. If the 48 hour buffer conflicts with an R-24 pilot's notification window, the pilot shall be responsible for reserve assignments placed in VIPS at least 24 hours prior to the scheduled showtime of the assignment (as described in Section 25.M.3.a.v.(b)).
 - iii. A pilot may waive the international buffers set forth in Section 12.D.1.d.i. and ii. A pilot is deemed to have waived any conflict with the international buffer resulting from a bid line adjustment, reassignment trip, or a volunteer or draft assignment.
- e. International Emergency Replacement
- If it is necessary to position a pilot to a location outside the contiguous 48 states, to replace another pilot who cannot complete the pilot's trip, the positioning pilot's duty period may be extended as necessary, subject to the following conditions:
- i. no field emergency pilot is available; and
 - ii. operational requirements prevent the positioning pilot from being scheduled in compliance with normal scheduling parameters (i.e., Section 12.D.5.); and
 - iii. the duty time extension must be authorized by the System Chief Pilot or designee; and
 - iv. the class of service for a deadhead scheduled for less than 16 hours on duty shall comply with Section 8.A.5.c.i. and ii. The class of service for a deadhead scheduled to exceed 16 hours on duty shall comply with Section 8.A.5.c.iv.(b). A lower class of service may be authorized by the Vice President, Flight Operations, or designee. In any case, the pilot's deviation bank shall be credited as provided in Section 8.A.5.c.vi. (highest available class); and
 - v. the pilot shall receive an international legal rest period following the deadhead.
 - vi. If a pilot's duty period is extended under the provisions of this paragraph, the pilot shall be compensated as follows:
 - (a) If the pilot is not a reserve pilot, the pilot shall be compensated trip guarantee at 150% of the pilot's normal pay rate.
 - (b) If the pilot is a reserve pilot, 100% of the trip guarantee shall be credited toward RLG and leveling, and the remaining 50% shall be compensated in addition to RLG.
- f. ~~A double-crew~~ [Crew augmentation \(3-pilot or 4-pilot\)](#) may be scheduled only when the duty period requires such crew, ~~or~~ [except in the following circumstances:](#)

- i. when the Company reasonably anticipates that such crew may be required: due to extended block hours or duty time;
- ii. as directed by the VP, Flight Operations, or the Director of Operations for the sole purpose of safety; or
- iii. on an individual trip or pairing when approved by the SIG.

[Note: Proposed crew augmentation studies/changes may be accomplished under the current Section 12.A.10 provisions]

g. International Alert Calls

- i. International alert calls shall be available as follows:
 - (a) Upon request, flight crews in domicile will receive an alert call for trip departures to ANC or HNL, and intercontinental destinations (e.g., to Europe, South America, or Asia), but not Canada, Caribbean, or Mexico (Central America) destinations;
 - (b) In advance of duty periods whose first revenue flight has an origin and destination outside the contiguous 48 States, regardless of scheduled duty time; and
 - (c) Flight crews not in domicile will receive an alert call for trip departures to ANC or HNL, and intercontinental destinations (e.g., to Europe, South America, or Asia), but not Canada, Caribbean, or Mexico (Central America) destinations.
 - ii. Procedures for alert calls may vary by location, but in any event shall be provided at least 1 hour prior to scheduled pick-up time.
 - iii. Alert calls are provided on the basis that they do not start a pilot's duty clock; should regulations apply which require a pilot's duty clock to start when the pilot receives an alert call, there shall no longer be any alert call requirement in force.
- h. The Company shall pursue FAA approval of an enhanced rest environment on B767 aircraft. Any augmented duty periods on B757 or B767 aircraft lacking an enhanced rest environment, shall require an enhanced sleep opportunity (ESO). The ESO shall be required prior to the flight segment if the flight segment departs from a location outside the pilot's base. The ESO shall be required following the flight segment, unless that flight segment ends at base. The ESO shall consist of a duty free period of at least 36 hours. The ESO may be waived by the pilot operationally.
- i. 1-in-7
A pilot shall be relieved from all duty for at least 24 consecutive hours at least once during any seven consecutive days.
 - j. Sleep kits will be provided for all augmented crews and consist of at least one pillow with pillowcase, two blankets, and a mattress liner.

2. International Grid

The international grid and its related crew planning limitations shall apply until 96 hours prior to the showtime of an international trip or series of trips, other than those scheduled in accordance with Section 12.D.1.b. or c. Trips constructed and revisions that occur after that time shall be governed by Section 12.D.3. through D.10.

INTERNATIONAL GRID					
Inbound Flight Segment	Crew Complement	Sleep State	Scheduled Duty	Number of Landings	Block Hours
TZD of 5 or more	2 Pilots	Reset	13:30	3	8
		Reset	12:00	4	
		Adjusted	10:00	2	
		Not Adjusted	8:30	2	
	2 Pilots + RFO	Reset	13:30	2	12
		Adjusted	12:30	2	
		Not Adjusted	10:00	2	
	2 Full Crews	Reset	18:00	*1	16
		Adjusted	16:00	*1	
Not Adjusted		16:00	1		

INTERNATIONAL GRID					
Inbound Flight Segment	Crew Complement	Sleep State	Scheduled Duty	Number of Landings	Block Hours
TZD of less than 5	2 Pilots	Reset/ Adjusted	13:30	3	8
		Reset/ Adjusted	12:00	4	
		Not Adjusted	12:00	4	
	2 Pilots + RFO	Reset/ Adjusted	13:30	2	12
		Not Adjusted	10:00	2	
	2 Full Crews	Reset/ Adjusted	18:00	*1	16
		Not Adjusted	16:00	1	

*This international grid landing limit may be increased by one for the accommodation of a scheduled “tech stop,” or where otherwise authorized by the Vice-President of Flight Operations, System Chief Pilot, or Director of Operations.

- a. For purposes of applying the international grid, the following values shall apply:
 - i. A layover of 32 hours or more is a reset, provided, however, that for European SIBA only, after deadheading into theater, an immediate layover of 30 hours or greater acts as a reset.
 - ii. A layover of 18 hours or more is adjusted.
 - iii. A layover of less than 18 hours is not adjusted.
 - iv. Duty periods including tech stops (e.g., HNL-NAN-SYD) may be scheduled to operate up to reset duty limits provided that the preceding layover is at least adjusted.
- b. After crossing 5 or more TZD remain on top half of the chart until a reset layover occurs.
- c. A pilot shall not be scheduled for more than 3 “not adjusted” rests in a row (containing no more than 4 hub turns).
- d. After an inbound of 5 or more TZD a reset is required if more than 1 “not adjusted” rest is scheduled.
- e. International Grid minimum layovers shall be as follows:

PRECEDING DUTY PERIOD	REQUIRED LAYOVER (HOURS)	DUTY PERIOD FOLLOWING
Revenue Operation	14	Revenue Operation
Revenue Operation	12	Hotel Standby
Revenue Operation	12	Deadhead Only
Deadhead Only	14	Revenue Operation
Deadhead Only	12	Hotel Standby
Deadhead Only	12	Deadhead Only
Hotel Standby	12	Revenue Operation
Hotel Standby	12	Hotel Standby
Hotel Standby	12	Deadhead

- f. Duty periods involving deadheads shall be scheduled in accordance with the following:

LANDINGS			DUTY LIMITS		
DH only	Live to DH	DH to live	DH only	Live to DH	DH to live
no limit	no limit	Grid	Section 12.D.5.b. and c.	Grid based on reset parameters	Grid

- g. A pilot on a trip or series of trips containing any duty period with a TZD of 5 or more shall be scheduled for a layover of at least 32 hours at least once in any period of 120 consecutive hours; provided, however the 32 hour layover shall not be required after all live operations in a trip are finished. For trips that do not cross 5 TZDs, a pilot shall be scheduled for a layover of at least 36 hours at least once in any period of 168 consecutive hours; provided, however, the 36 hour layover shall not be required after all live operations in a trip are finished.
- h. Trips shall be constructed with a maximum of 313 hours TAFB in a 4 week bid period, or 390 hours TAFB in a 5 week or 6 week bid period.
- 3. International Block Hour Limitations (Scheduled)
 - a. 2-Pilot Crew
A pilot operating as part of a two pilot crew shall not be scheduled in excess of the block hour limitation provided in Section 12.C.2.a. through c. (8-in-24 and related rules).
 - b. 3-Pilot Crew
A pilot operating as part of a three pilot crew (CAP and F/O and RFO or RF2) shall have the following scheduled block hour limitations:
 - i. Not more than 12 SBH in any 24 consecutive hours on a non-stop flight;
 - ii. Not more than 11:30 SBH in any 24 consecutive hours on a flight having 1 intermediate landing;
 - iii. Not more than 10 SBH in any 24 consecutive hours on a flight having 2 or more intermediate landings.
- 4. International Block Hour Limitations (Operational)
 - a. 2-Pilot Crew
A pilot operating as part of a two pilot crew shall be subject to the operational block hour limitations provided in Sections 12.C.2.a. through c. (8-in-24 and related rules).
 - b. 3-Pilot Crew
If a pilot operating as part of a three pilot crew (CAP and F/O and RFO or RF2) is projected to exceed the scheduled block hour limitations provided in Section 12.D.3.b., since the completion of the pilot's last international legal rest period due to headwinds, ATC limitations, or other unavoidable circumstances (including an intermediate stop for these reasons), the pilot may continue to the pilot's base or the pilot's original destination, whichever

occurs first. However, a crew shall not block out from a location after having exceeded 12 ABH in a 24 hour period without a legal rest period.

5. International On-Duty Limitations (Scheduled)
 - a. 13:30 Hour Duty

A pilot may be scheduled to a maximum of 13:30 hours on-duty.
 - b. 16 Hour Duty For Duty Periods Involving Deadhead Only

If a duty period is comprised entirely of deadhead, that duty period shall be limited to a maximum of 16 hours scheduled on duty, except as provided in Section 12.D.5.c.
 - c. Deadheads Over 16 Hours on Duty

Deadheads may be scheduled over 16 hours, but not more than 22 hours (Section 8.A.3.b.vii.), in a single duty period subject to the procedures outlined in Section 8.A.5.c.iv.
6. International On-Duty Limitations (Operational)
 - a. The 13:30 hour scheduled on-duty limitation contained in Section 12.D.5.a. may be operationally extended to a maximum of 15:00 hours.
 - b. The 16 hour scheduled on-duty limitation contained in Section 12.D.5.b. may be operationally extended to a maximum of 17:30 hours.
 - i. If the deadhead departure is delayed more than 2 hours, the pilot shall promptly advise CRS of such delay; and
 - ii. if, due to the delay, the pilot is projected to exceed operational limitations, the pilot shall advise CRS, and shall be given a legal rest period, or with mutual consent of the pilot and CRS, the pilot may extend up to the time required to complete the deadhead or until cancellation, whichever occurs first. CRS shall ensure that adequate crew rest is provided at the destination.
 - c. If the Company's operations or flight(s) are disrupted due to extenuating circumstances not within the control of the Company, including, but not limited to, severe weather, natural disasters, ATC limitations or significant system disruptions, the following shall apply:
 - i. A pilot may, subject to Section 12.D.6.c.ii., be scheduled to continue on duty up to 1:30 past operational limits, or 16 hours, whichever is greater, with the prior approval of the Vice President, Flight Operations, or designee, if necessary to complete the pilot's scheduled or rescheduled flight sequence or return to base, whichever occurs first. Block time limitations as described in Section 12.D.4. still apply.
 - ii. In the event of a trip delay, revision or operational emergency that extends, or would extend, a pilot beyond the operational limitations, a pilot who becomes excessively tired shall notify CRS immediately and then speak to the Duty Officer about the pilot's situation. Depending on the pilot's situation and the Duty Officer's assessment, one of the following alternatives shall be enlisted to address the issue:
 - (a) The pilot's duty may be revised to include some alternative duty that is at or within operational limits; or

- (b) The pilot may be given a legal rest period. In this case, the pilot's schedule thereafter may be postponed until after the legal rest period is concluded.
 - (c) Should it be determined that the pilot requires more rest than the legal rest provided pursuant to Section 12.D.6.c.ii.(b), the pilot may be removed from the balance of the pilot's trip and be placed in sick leave status. If the pilot is placed in sick leave status, the pilot shall be automatically returned from sick leave ~~at 24 hours after the conclusion of the pilot's trip~~ removal. The pilot shall have the ability to call in "well" prior to the 24 hours as provided in Section 14.B.3.
 - (d) The FERC shall meet and discuss all instances to which Section 12.D.6.c.ii. applied.
- iii. Deadheads that are necessary in any of the situations described in Section 12.D.6.c.ii. shall be accomplished in accordance with the Agreement.
 - iv. Nothing in these paragraphs shall diminish a pilot's responsibility to ensure that the pilot has adequate rest prior to reporting for duty.
7. International Rest Provisions
- a. An international legal rest period shall be a minimum of 12 hours.
 - b. An international duty period shall be preceded by a duty free period of not less than 12 hours, except for international trips scheduled to domestic parameters (as described in Section 12.D.1.b. and c.).
 - c. If a pilot's international duty period is scheduled to exceed 8 block hours or 12 hours on-duty, the pilot shall be scheduled for a rest period of at least 17 hours following that duty period. That rest period may be operationally reduced:
 - i. to a rest period of 16 hours;
 - ii. to a minimum of 12 hours if the ABH do not exceed 8 hours and the actual hours on duty do not exceed 12 hours; or
 - iii. to a minimum of 12 hours, as provided in Section 12.D.7.d.
 - d. If an international flight arrives late at a layover location, the international rest period at that location may be reduced to the extent necessary to protect an on time departure for the next duty period. The international rest period, however, shall not be less than 12 hours plus 1 minute rest for each minute by which the duty period preceding that rest period exceeded the applicable scheduled on duty limitation.
 - e. Except for international trips scheduled to domestic parameters (as described in Section 12.D.1.b. and c.), upon completion of an international duty period and prior to a domestic duty period, a pilot shall receive a minimum international legal rest period unless a greater legal rest period is required.
8. International Double Crew Provisions (Non-ULR)
- a. A double crew for a 2-pilot aircraft shall be:

- i. Scheduled: A double crew may be scheduled with 2 Captains and 2 First Officers or with 1 Captain and 3 First Officers, provided, however that for the first 3 bid periods during which a new lane segment is being developed, a double crew flying that lane segment shall consist of 2 Captains and 2 First Officers.
 - ii. Operational: 1 Captain and 3 First Officers 2-Pilot Aircraft
 - b. A double crew may be utilized only on aircraft equipped with a bunk for each resting pilot that allows for a flat sleeping position and is located separate from the flight deck and in an area that is temperature controlled, allows the flight crew member to control light, and provides isolation from noise and disturbance.
 - c. Block Hour Limitations
A 4-pilot double crew shall not exceed 16 block hours in any 24 consecutive hours.
 - d. On-duty Limitations
A 4-pilot crew may be scheduled to a maximum of 18 hours on duty, which may be extended to 19:30 hours operational.
 - e. Rest Provisions
A double crew shall be scheduled to receive a rest period following each duty period equal to or greater than the actual on-duty hours of that duty period, but not less than 17 hours. This rest requirement may be operationally reduced to 16 hours.
- 9. Additional Landing and Duty Extension Limitations
The following additional limits apply to trips governed by Section 12.D.3. through 8., even in situations covered by Section 12.A.3. or 12.D.6.c.i.
 - a. If a landing(s) is added to a trip governed by Section 12.D.3. through 8., such landing(s) shall be limited to one more than those permitted in the International Grid, provided however, that in unusual operational circumstances (e.g., air turn backs, weather/maintenance divers, unscheduled tech stops, etc.), a pilot shall consult with the Vice President, Flight Operations or designee, and may, at the pilot's election, exceed such limits in order to finish the pilot's scheduled flight sequence.
 - b. Any extension beyond operational limits as provided in Section 12.A.3., or D.6.c.i., shall be limited to 1:30 past operational limits, or 16 hours, whichever is greater.
- 10. Grid Penalties
This paragraph applies to all international trips except for international trips constructed under Section 12.D.1.b. or c.
 - a. A grid penalty event (GPE) occurs in the following six circumstances:
 - i. A pilot's duty period exceeds the maximum duty permitted in the Grid based on the pilot's Grid sleep state by more than 1:30.
 - ii. A pilot's layover was less than the applicable International Grid Minimum Layover (i.e., 14 hours or 12 based on the chart in Section 12.D.2.e.).

- iii. A pilot received more than 4 “not adjusted” rests in a row. Each rest after 3 non-adjusted rests shall be a separate GPE event. An initial GPE occurs when the pilot’s fifth duty period begins without the pilot having received at least 18 hours free from duty preceding the beginning of that duty period. For purposes of Section 12.D.10.a.iii. (this paragraph) only, an unassigned hotel standby period shall be counted as part of the rest periods preceding and/or following it (e.g., an unassigned 11:30 hotel standby period, followed by a 12:30 rest period will be counted as an adjusted rest).
 - iv. A pilot exceeds the landing limitations as permitted in the Grid in any single duty period.
 - v. 30-in-120 Nonconformance Penalty
If a pilot’s trip did not conform to 30-in-120 (as set forth in Section 12.D.2.g., except using 30 instead of 32 hours), the pilot shall be paid 3 CH in addition to all other compensation regardless of the 48-hour period as stated in Section 12.D.10.c., and the event shall be additive to the total count of GPEs for the trip.
 - vi. 34-in-168 Nonconformance Penalty
If a pilot’s trip did not conform to 34-in-168 (as set forth in Section 12.D.2.g., except using 34 instead of 36 hours), the pilot shall be paid 3 CH in addition to all other compensation regardless of the 48-hour period as stated in Section 12.D.10.c., and the event shall be additive to the total count of GPEs for the trip.
 - b. If all GPEs in a trip touch a single 48 hour period, no grid penalty shall be due, except as provided in Section 12.D.10.a.v. or vi.
 - c. If all GPEs do not touch a single 48 hour period, then the following penalties shall apply:
 - i. If the trip has two or fewer GPEs, the pilot shall be paid 3 CH per violation in addition to all other compensation. A duty period that triggers a payment under this paragraph shall be ineligible for FAR Extension Pay.
 - ii. If the trip contained more than two GPEs, the pilot’s trip guarantee shall be paid a premium of 50% based on the pilot’s normal rate of pay (i.e., if trip guarantee was at 100%, it pays at 150%; if trip guarantee was at 125% (OTP), it pays at 175%; if trip guarantee was at 150%, it pays at 200%). For a reserve pilot, the CH representing the 50% premium shall not be credited toward RLG, but shall be paid in addition to all other compensation, including BLG/RLG.
 - iii. If a trip has multiple GPEs, one of which is a 30-in-120 or 34- in-168 violation, the GPEs in that trip shall be deemed not to touch a single 48 hour period.
11. In the event that the Company acquires any Airbus A380 aircraft for use in revenue operations, the Company agrees to reinstate and honor all A380-specific language as it appeared in the 2006 and 2011 CBAs.

E. Ultra Long Range (ULR) Flying

1. A ULR trip is a trip in which at least one revenue flight segment is scheduled to exceed either 16 hours of block or 18 hours of duty.
2. ULR Grid

The ULR Grid is only applicable to ULR flight segments within a trip.

ULR GRID				
Pre-Rest for ULR segments beginning within +/- 1 time zone of pilot's base	Required layover before and after embedded ULR flight segments	Scheduled Duty	Number of Landings in a Duty Period with a ULR Flight Segment	ULR Flight Segment Block Hours
*24 hours reducible to 18 hours	40 hours reducible to 38 hours *	20:00	1	18:00

*A lower limit may be agreed upon by the Association's SIG Chairman.

3. As provided in Section 12.A.10., ULR operations shall be evaluated as part of the FRMS. In addition to the provisions in Section 12.A.10., following the FRMS study, and with the unanimous approval of the Scientific Advisory Committee, the Company may seek approval by the FAA for ULR city pair flight segments which shall include the specific pairing design as approved by the DCSC. If approved, the specific pairing design shall not be materially altered without the consent of the Association.
4. Other ULR Scheduling Limitations and Provisions

Upon the FAA's approval of ULR operations under the Company's FRMS, and notwithstanding Section 12.D.8., all ULR-related provisions contained in this Agreement shall become immediately applicable for the specific pairing design approved by the FAA.

 - a. A ULR crew may be utilized only on aircraft equipped with a bunk for each resting pilot that allows for a flat sleeping position and is located separate from the flight deck and in an area that is temperature controlled, allows the flight crew member to control light, and provides isolation from noise and disturbance.
 - b. Block Hour Limitations

A ULR crew shall not exceed 18 block hours in any 24 consecutive hours.
 - c. On-Duty Limitations

A ULR crew may be scheduled to a maximum of 20 hours on duty, which may be extended to 21:30 hours operational. Any extension beyond the operational limit up to legal limits shall include the protections contained in Section 12.D.6.c.

d. Rest Provisions

- A ULR crew shall be scheduled to receive a rest period of 40 hours or greater, prior to and after a ULR flight segment. This rest period may be operationally reduced to 38 hours. However, if the ULR flight segment is scheduled to depart within (+/-) 1 time zone of the pilot's base, and the flight sequence prior to the ULR flight contains no more than a single flight segment, the scheduled rest period required prior to the ULR flight segment shall be 24 hours, which may be operationally reduced to 18 hours.
- e. There shall be no more than 2 scheduled ULR flight segments per trip, except on an operational basis with the pilot's consent.
- f. A ULR double crew shall be scheduled with a minimum of 2 Captains but, operationally, may consist of 1 Captain and 3 First Officers.
- g. Upon a return to base from a trip greater than 168 hours TAFB which concludes with a ULR flight segment, a ULR crew shall receive a 56 hour period free from duty, encompassing 3 Physiological Nights Rest (0100-0700 LBT).
- h. The parties recognize that the matters governed by Section 12.E. are new to the system and involve as yet unforeseen operational considerations. As a result, the parties foresee that flexibility will be required in order to ensure the smoothest possible transition to the application of ULR rules. To that end, measures facilitating the implementation, operation, and/or administration of the provisions in Section 12.E. may be implemented if agreed upon in writing by the Vice President, Labor Relations and the Association's MEC Chairman.

SECTION 15 MEDICAL STANDARDS

A. General

1. Pilots shall meet the medical standards and possess a valid medical certificate consistent with the FAA standards including its waiver, limitations, restriction, special issuance and related FAA policies for the class of medical certificate required for the pilot's crew seat.
2. Each pilot shall validate, through VIPS, the issuance of the pilot's new medical certificate not later than the earlier of the following:
 - a. 48 hours prior to the end of the pilot's due month; or
 - b. 0900 LBT the day prior to the start of any trip(s) scheduled to terminate either:
 - i. after the expiration of the pilot's medical certificate; or
 - ii. within 48 hours of the expiration.
3. While a VIPS notification(s) of a pilot's pending FAA medical certificate expiration is provided to each pilot, it is the pilot's responsibility to know and meet the medical standards by possessing a valid FAA medical certificate. Failure of a pilot to receive a VIPS notice shall not excuse the pilot's failure to maintain a valid FAA medical certificate. If a pilot fails to provide the Company with confirmation via VIPS that the pilot has a valid medical certificate as required by this paragraph, before 0900 LBT on the day prior to the showtime of a trip or R-day scheduled to start within the time period as stated in Section 15.A.2., the trip or R-day shall be removed without pay, and the pilot shall not be eligible for make-up. Trip(s) or R-day(s) shall no longer be removed after the pilot provides the Company with the required validation.

B. Company Payment of FAA Medical Exam Expenses

1. The Company shall cover an active pilot's cost of annual or semiannual FAA medical examinations including the cost of a required EKG, up to an annual maximum of ~~\$300~~400. On [DOS+3], the annual maximum shall increase to \$450. The pilot shall use the Company issued travel card if accepted by the provider. If the provider does not accept the Company issued credit card, the pilot must comply with normal non-travel reimbursement procedures that require an itemized list of the services performed by the FAA physician (i.e., FAA physical, EKG if any, physician's office, date, charge).
2. If an active pilot (or an inactive pilot receiving LTD benefits) incurs medical expenses in order to qualify for an FAA medical certificate, which are not covered by Section 15.B.1., the following shall apply:
 - a. If submitted within 90 days after having incurred the expense, the Company shall reimburse such pilot for the non-routine medical expenses if:
 - i. the expenses were incurred at the direction of either:
 - (a) the FAA; or
 - (b) an FAA designated Aviation Medical Examiner (AME) who reasonably concluded that, in light of FAA requirements, it was necessary to perform

- a non-routine medical procedure in order for the pilot to obtain or maintain a FAA medical certificate; or
- ii. the expenses were incurred in order to obtain or maintain a special issuance FAA medical certificate, as required by the FAA.
- b. ~~A pilot who incurs medical expenses covered by Section 15.B.2. shall submit or cause to have submitted a medical insurance claim for any such expenses that are covered by insurance. The pilot shall provide a copy of any response(s) to the medical insurance claim to the pilot's Fleet Captain within a reasonable time after receiving same. The pilot shall remit to the Company the amount of any insurance claim that was both paid by the Company and reimbursed by the insurance plan. The primary purpose of Section 15.B.2.b. is to allow any group health insurance discount to be recognized for medical charges that arise out of this section and to avoid any double payment being made for the same service. If a pilot gets reimbursed from both the Company and the service is also covered and paid through the group health plan, the pilot may receive a reimbursement from the health care provider for an overpayment that actually belongs to the Company. In this case, a pilot should remit or cause to have remitted the extra monies paid back to the Company. [Reserved]~~

C. Alcohol and Drug Testing

The Company may test pilots for drugs and alcohol only in accordance with the following:

1. The Company shall maintain the drug and alcohol testing programs that are in use on the effective date of this Agreement, as long as such testing is mandated by law or regulation. The term "programs" includes the type of specimen collected, substances for which a pilot is tested, the methods of testing and the thresholds at which testing is conducted.
 - a. If any change in a testing program is mandated by law or regulation and the law or regulation does not afford multiple options of compliance, the Company shall give the Association notice and shall consult with the Association at a mutually agreeable time and location concerning such change.
 - b. If a law or regulation mandates that a testing program be changed, but affords multiple options by which compliance can be achieved, then the Company and the Association shall meet to discuss the available alternatives. The initial meeting shall commence no later than 60 days following the date the final rule regarding the alternative methods is published in the Federal Register. Should the parties be unable to mutually agree on an alternative testing method within 60 days, then each side may elect to advocate an alternative before a mutually selected arbitrator from the non-disciplinary panel. The parties' presentations shall be in writing unless either party elects an in-person hearing. The arbitrator shall select the method of testing from the two alternatives presented. If the Company is required to implement a change prior to the conclusion of the process described in this paragraph, nothing in this paragraph shall prevent it

- from doing so (subject to change depending on the outcome of the Section 15.C.1.b. process).
- c. The Company may implement a non-mandatory change in a testing program only with the written consent of the Association.
 2. The Company shall maintain the FedEx Drug and Alcohol Rehabilitation and Recertification Plan for Flight Crewmembers (HIMS program) that complies with FAA directives regarding pilots who require an Authorization for Special Issuance of a Medical Certificate. Such Plan shall continue to contain full Company participation (including monitoring) in rehabilitating, and returning to work, those pilots who need professional treatment, along with insurance coverage for medical and associated bills in accordance with the terms of those plans as provided in Section 27. Such Plan shall continue to contain payment by the Company of the initial evaluation and the associated psychiatric/psychological evaluation required in conjunction with the petition for a Special Issuance Medical Certificate as provided in Appendix H of the FOM.
 3. If the Company has a reasonable basis to believe that a pilot's ability to perform the pilot's duties is impaired for reasons relating to substances not covered by the legally mandated drug testing programs referred to above, the pilot's case shall be handled as provided in Section 15.D.

D. Company Mandated Medical Examinations

1. The VP of Flight Operations, the System Chief Pilot, the Assistant System Chief Pilot, or a Fleet Captain may direct a pilot to contact or see the Company's aeromedical advisor if the Company has a reasonable basis to question whether a pilot has developed or recovered from an impairment to the pilot's ability to perform the pilot's duties as a pilot.
2. A pilot in an active pay status who is directed to contact or see the Company's aeromedical advisor, shall be removed from any conflicting scheduled activities with pay until the aeromedical advisor determines whether the pilot is fit for flight duty.
3. After the Company's aeromedical advisor consults and/or meets with the pilot, by written notice, the pilot may require the pilot to undergo a test(s), medical examination(s), and/or an evaluation(s) by the advisor or a physician designated by the aeromedical advisor. Upon the pilot's request, the aeromedical advisor shall consult with the pilot to review and discuss the aeromedical advisor's rationale for the pilot's concerns and the necessity of the prescribed examinations/evaluations.
4. The Company shall pay for all examinations, tests or evaluations performed or directed by its aeromedical advisor. If the pilot needs to travel from the pilot's permanent, primary address in connection with a Company directed examination(s), test(s) and/or evaluation(s) pursuant to this paragraph, the Company shall provide and arrange transportation, lodging and per diem as provided in Section 5.
5. Following the Company's aeromedical advisor's review of the results of the examination(s), test(s) and/or evaluation(s), a determination and written notice of

same shall be sent to the pilot. The notice shall state the specific grounds for the determination. The determination shall be made in accordance with the following:

- a. If the Company's aeromedical advisor finds the pilot fit for duty, and the pilot agrees, the pilot shall remain on or return to active flight status without loss of pay.
 - b. If the Company's aeromedical advisor finds the pilot not fit for duty, and the pilot agrees, the pilot shall be placed on sick leave, disability or medical leave of absence, as applicable.
 - c. If the Company's aeromedical advisor finds the pilot fit for duty, and the pilot disagrees, then:
 - i. if the pilot supplies the Company's aeromedical advisor with medical documentation substantiating the pilot's disagreement, the pilot shall be placed or remain on sick leave, disability or medical leave of absence, as applicable. The pilot shall remain in that status until the pilot's case is resolved as provided in Section 15.D.7.
 - ii. if the pilot does not supply medical documentation supporting the pilot's disagreement within 30 days from receipt of the Company's aeromedical advisor's determination, the pilot shall be placed on personal leave of absence. If warranted by extenuating circumstances, the System Chief Pilot shall extend the 30 day period. If the pilot subsequently supplies the required documentation, the pilot's status shall be determined pursuant to Section 15.D.5.c.i. .
 - d. If the Company's aeromedical advisor finds the pilot not fit for duty and the pilot disagrees, the pilot shall be placed or remain on sick leave, disability or medical leave of absence, as applicable, until the Company's aeromedical advisor determines the pilot to be fit for duty, or the pilot's case is resolved as provided in Section 15.D.7.
6. The Company shall give written notice to ALPA that the Company's aeromedical advisor has issued a direction to a pilot under Section 15.D.3 or that the Company's aeromedical advisor has issued a determination to a pilot under Section 15.D.5. Such notice shall occur as close in time to the Company's aeromedical advisor's notice to the pilot as is reasonably practical under the circumstances.
 7. If the pilot disagrees with the Company's aeromedical advisor, the pilot shall engage, at the pilot's expense, a second physician to evaluate the pilot's medical condition. Unless otherwise agreed to on a case-by-case basis, the second physician shall be a physician designated as the Association's Aeromedical Advisor or a physician qualified to diagnose and treat the pilot's underlying medical condition. If the pilot fails to provide the second physician's evaluation within 30 days following the Company's aeromedical advisor's determination, the pilot may remain on sick, disability or medical leave or be placed on personal leave of absence, as applicable, until the pilot provides the second physician's evaluation to the Company's aeromedical advisor. If warranted by extenuating circumstances, the System Chief Pilot shall extend the 30 day period.

- a. If the second physician agrees with the opinion of the Company's aeromedical advisor, the pilot shall return to active flying status or remain or be placed on sick leave, disability or medical leave of absence consistent with the Company's aeromedical advisor's findings.
 - b. If the second physician disagrees with the opinion of the Company's aeromedical advisor, a Medical Review Panel (hereinafter MRP) shall be convened to decide whether the pilot, in their opinion, meets the standards for holding and exercising the privileges of the pilot's medical certificate. Pending the MRP's determination, the pilot shall be placed or remain on sick leave, disability or medical leave of absence, as applicable.
 - i. An MRP shall be composed of the Company's aeromedical advisor, the physician engaged by the pilot as provided in this paragraph, and a third physician qualified to determine the medical issue in question. The third physician shall be selected by agreement between the Company's aeromedical advisor and the pilot's physician.
 - ii. As soon as practicable, the MRP shall consult and determine whether the pilot, in their opinion, meets the standards for holding or exercising the privileges of the pilot's medical certificate.
 - (a) Questions regarding the pilot's medical condition shall be resolved based on the MRP's determination. The pilot shall remain on or return to active flight status, sick leave, disability or medical leave of absence consistent with the MRP's determination as applicable.
 - (b) If the MRP rules that a pilot is fit for duty and the pilot still disagrees, the pilot shall be placed on personal leave of absence.
 - (c) If the MRP's determination disagrees with the opinion of the Company's aeromedical advisor, then:
 - (1) the Company shall make adjustments, including retroactive adjustments (e.g., back pay or restoration of sick leave), if applicable, that are necessary to make the pilot whole consistent with the MRP's determination; and
 - (2) the Company shall reimburse the pilot for all reasonable costs and expenses the pilot incurred in connection with the determination of the pilot's medical condition pursuant to Section 15.D.7. (this paragraph).
8. Questions regarding the medical condition of a pilot who has applied for or is receiving a benefit(s) pursuant to Section 27 or 28 shall be resolved in accordance with the provisions of the applicable benefit plan(s).

E. Medical Examination Documentation

Upon request, the Company's aeromedical advisor, the pilot and the pilot's physician or a physician associated with the Association's aeromedical office, as applicable, shall be provided a copy of any report or medical record relating to any medical examination, test or evaluation of that pilot conducted pursuant to this Section. However, in cases where the Company's aeromedical advisor believes that direct pilot access to information contained in the medical records regarding a specific diagnosis

of a terminal illness or a psychiatric condition could be detrimental to the pilot or the pilot's health, the aeromedical advisor may inform the pilot that access will only be provided to a designated representative of the pilot having specific written consent.

F. Effect on Certain Legal Rights

Nothing in this Section shall be construed to guarantee, deny or limit a pilot's right to FAA, NTSB or judicial appeal procedures, nor shall it preclude the Company from assisting a pilot with medical problems to regain the pilot's medical certificate and return to flight status. This assistance may also include directing the pilot to challenge or appeal the results of adverse findings to the Federal Air Surgeon. All costs of any Company directed challenge/appeal shall be paid by the Company.

G. Limitation of Medical Procedures

1. Flight Management shall not require a pilot to submit to a psychological or psychiatric examination. However, flight management may refer a pilot to the Company's aeromedical advisor in accordance with Section 15.D.1. (reasonable basis to question fitness). A pilot may be required to undergo a psychological/psychiatric examination if directed by the Company's aeromedical advisors based on their independent evaluation, in accordance with Section 15. The evaluation conducted by the Company's aeromedical advisors is expected to include contact with the pilot and any other preliminary evaluation that is necessary in order to reach an independent, informed decision as to the need for further testing.
2. Nothing contained in this Section shall be construed to permit the Company to require a pilot to submit to any medical treatment or invasive procedure which is not consistent with reasonable and current medical practice or which poses an unreasonable threat to the pilot's health. This paragraph shall not be construed to prohibit testing for drugs, alcohol and, if applicable, other substances pursuant to the provisions of Section 15.C.
 - a. If the Company's aeromedical advisor determines that a treatment, procedure or evaluation is appropriate in the circumstances of a case, the pilot shall consult with the pilot's physician or a physician associated with the Association's aeromedical office, as applicable, for the purpose of determining the permissibility of that treatment, procedure or evaluation under the provisions of Section 15.G. (this paragraph). The issue shall be resolved by mutual agreement of those 2 physicians.
 - b. If the 2 physicians cannot agree, the matter shall be submitted immediately to a third physician selected by the Company and the Association. The Company, the Association and the pilot shall be bound by the findings of the third physician. The fees and expenses of the third physician shall be shared equally by the Company and the Association or the pilot; provided, however, that if the third physician agrees with the pilot, the Company shall reimburse the pilot for all reasonable costs incurred in connection with this paragraph.

H. Confidentiality of Medical Information

All reports and records of any medical examination, test or evaluation of a pilot pursuant to this Section shall be strictly confidential between the Company's

aeromedical advisor and the pilot. Those reports and records shall not be divulged, except in the administration of this Agreement on a “need to know basis” or as required by law, to any other person or entity without the written permission of the pilot. If required by law to divulge, the Company shall provide the pilot notice of such, and upon the request of the pilot, provide the pilot with a copy of such records and reports, unless prohibited by law from doing so. If the final determination of a pilot’s medical condition pursuant to this Section is that the pilot is not medically fit for duty, the Company’s aeromedical advisor may provide a report regarding the pilot’s medical condition to officials in the Benefits Department on a “need to know” basis. Those officials shall receive only as much information as is necessary for them to perform their job functions.

I. General

Nothing in Section 15 shall be construed to limit the Company’s authority to act in accordance with Section 19. Disciplinary issues arising out of the application of Section 15 shall be handled in accordance with Sections 19 and 21.

SECTION 23 FURLOUGH AND RECALL

A. Furlough

1. Except as provided in Section 23.A.1.b. and A.2., if the Company determines it is necessary to reduce the number of active pilots, the Company shall furlough pilots in reverse order of system seniority as listed on the Master Seniority List. All pilots holding a seniority number at the time of furlough shall be subject to the provisions of Section 23 regardless of their employment status at that time (e.g., active flying service, leave of absence, disability, probationary pilots). Reductions in the number of pilots shall be accomplished as follows:
 - a. ~~No furlough shall occur prior to the application of Sections 4.A.2.b. and c.~~ The Company shall notify the Association in writing prior to a furlough. The parties shall commence conferences to negotiate potential measures to prevent, mitigate, or delay a furlough, including, but not limited to, the lowering of the Section 4.A.1. Minimum Bid Period Guarantee. Such measures shall be implemented only if agreed upon by the Company and the Association. The Association's approval shall be sought in a manner deemed appropriate by the Association's MEC. If a "tentative" agreement is not reached within 30 calendar days (or as otherwise agreed) of the Company's notice to the Association, the Company may issue furlough notices. If a "tentative" agreement is reached within 30 calendar days, the Company may issue furlough notices which would become effective in the absence of Association approval.
 - b. A pilot shall receive at least 30 calendar days notice with a copy to the Association prior to the effective date of any furlough. In the event the pilot receives less than 30 days notice, the pilot shall be pay protected for 30 days in lieu of that notice. No pilot notice or pay in lieu of notice shall be required if the furlough is the result of circumstances beyond the Company's control. The Company shall provide prompt notification to the Association articulating the applicable "circumstances beyond the Company's control."
 - c. Prior to the issuance of furlough notices, the Company may offer voluntary furloughs. The Company may limit the offer to 1 or more designated crew statuses. Voluntary furloughs shall be granted in order of system seniority. The Company shall make best efforts to provide pilots at least 30 calendar days notice of the offer of voluntary furloughs, with a copy to the Association.
2. Notwithstanding the provisions of Section 23.A.1. and B.1., the following apply to a pilot subject to a regulated age restriction:
 - a. If the pilot is assigned from the pilot's current crew position and, as a result of the pilot's restriction, the pilot is ineligible to be awarded or assigned any other crew position, the pilot may be furloughed.
 - b. The pilot may be bypassed on recall from furlough until there is an available crew position that the pilot is eligible to be awarded or assigned.

- c. A restricted pilot who cannot move to or be accommodated as a Second Officer from another crew position because the pilot's relative seniority is less than the current population of Second Officers or there are no Second Officer crew seats, shall be offered the opportunity to retire as provided in the Agreement. Following a pilot's rejection of the offer, the pilot shall be released from employment as provided in Section 22.B.1., and shall not be considered as having been furloughed in cases where the only crew status the pilot can occupy is Second Officer.
3. A pilot who is on furlough shall file with the flight personnel department the pilot's current mailing address to be used in the event of recall. A pilot shall advise that department in writing of any change in the pilot's address.
4. A furloughed pilot shall retain all longevity and seniority accrued prior to furlough and shall continue to accrue longevity for a period of 3 years. A furloughed pilot shall retain and continue to accrue seniority for a period of 7 continuous years.
5. A furloughed pilot shall retain the pilot's regular and disability sick accounts in accordance with the provisions of Section 14.A.3.
6. A furloughed pilot shall be compensated for any earned and accrued vacation that is unused as of the date of furlough.
7. The continuation of a pilot's benefits beyond the pilot's furlough date shall be governed by applicable state or federal laws except that a pilot shall continue to be eligible for Company related insurance programs for the period, if any, during which the pilot is entitled to receive furlough pay as provided in Section 23.E.
8. The Company shall notify the Association in writing if it anticipates ~~a furlough or a recall. Upon written request, the Company shall meet and consult with the Association concerning possible adjustments to provisions of this Agreement (e.g., construction of bid period schedules and reducing or eliminating volunteer and draft flying) that may avoid or mitigate the effects of a furlough.~~
9. A furloughed pilot shall continue to be eligible for employee reduced rate shipping privileges and Company jumpseat privileges, as provided in Section 26, for the period during which the pilot is entitled to receive furlough pay. A furloughed pilot will continue to have access to E-mail, VIPS and IMS for the period during which the pilot is entitled to receive furlough pay. During any period when there are pilots on furlough, the Company shall send the Association a copy of the Career Opportunities Postings, and each update. A furloughed pilot may coordinate with the pilot's last flight manager if the pilot desires to apply for any Company positions.
10. Recall shall be offered to all pilots on furlough prior to the employment of a new hire pilot, except as provided in Section 23.A.2.b.
11. There shall be no volunteer flying in any crew status while any pilot is on furlough. The Company does not intend to rely on draft flying in order to avoid a recall.

B. Recall

1. Except as provided in Section 23. A.2., pilots, including pilots who have not completed their probationary period, shall be recalled from furlough in order of system seniority.
2. Furloughed pilots shall be notified of recall in writing (e.g., Federal Express Overnight Letter) with a copy sent to the Association. The notice shall allow the pilot at least 30 days to report for duty. The pilot shall respond in writing (e.g., Federal Express Overnight Letter) within 14 calendar days following the pilot's receipt of the recall notice, and state whether the pilot will accept recall.
3. A pilot recalled from furlough shall be returned to the payroll on the day the pilot resumes active employment. Prior to the pilot's activation in a crew status, the hourly rate of pay for a pilot who is recalled shall be the current hourly rate for the last crew status held by the pilot prior to the pilot's furlough; provided, however, that if that crew status no longer exists, the pilot's hourly rate of pay prior to activation shall be the hourly rate for the crew status to which the pilot has been recalled.
4. If a recalled pilot is unable to return to active flying service due to medical reasons, the following shall apply:
 - a. If the pilot was on disability at the time of furlough, the pilot's eligibility for disability benefits shall be governed by Section 27.
 - b. If the pilot was on sick leave at the time of furlough the pilot shall not be entitled to sick leave until after the pilot has returned to an active pay status; provided, however that if the pilot would otherwise be entitled to sick leave based on the same injury or illness that caused him to be on sick leave at the time of furlough, the pilot may re-enter sick leave upon recall.
 - c. If the pilot was not on sick leave at the time of furlough, the pilot shall not be entitled to sick leave until after the pilot has returned to an active pay status.
 - d. If the pilot does not qualify for sick leave or disability, the pilot shall be placed in a medical leave of absence.
 - e. For purposes of Section 22.B.1.d., the pilot shall be considered as having returned to a flying position.
5. A pilot may decline recall and remain on furlough if a junior pilot remains on furlough; provided, however, a pilot may not decline a recall if the Company has sent notice of recall to all furloughed pilots, and the pilot has not requested and been granted a leave of absence in accordance with Section 13.
6. Even if no junior pilot remains on furlough, a pilot may decline recall and remain on furlough for the duration of any individual contract of employment, not to exceed 24 months, to which the pilot is a party at the time of the pilot's recall. The pilot shall provide the Company a copy of the pilot's contract of employment.
7. A pilot's election to decline recall and remain on furlough in accordance with Section 23. B.4. or 5. shall not extend the period of 7 years referred to in Section 22. B.1.g.
8. A pilot who is recalled from furlough shall be guaranteed at least 6 bid periods of active pilot employment following recall.

C. Incentive Plan

The Company may, at its option, elect to avoid or mitigate a furlough by offering pilots or a specific group of pilots (using age or seniority, unless the Association consents to an alternate selection criteria) voluntary early retirement and/or severance package. If made to a specific group of pilots, any offer shall be made on a uniform and non-discriminatory basis. The Company shall notify, meet and consult with the Association prior to making any offer pursuant to this paragraph.

D. Non-Flying Employment Opportunities

A pilot to whom a furlough notice has been issued may compete for available non-flying employment with the Company for which the pilot is qualified for a period of 90 days following the effective date of the pilot's furlough or until expiration of the period, if any, during which the pilot is entitled to receive furlough pay, whichever is later. If a pilot is offered and accepts non-flying employment, the pilot's pay, working conditions and benefits, including any relocation benefits, shall be determined by Company policies pertinent to that position. A furloughed pilot may not work in a non-flying position with the Company at the same time that the pilot is receiving furlough pay as provided in Section 23.E.1. If mutually acceptable to the pilot and the Company, however, such pilot may waive all or a portion of the pilot's furlough pay in order to begin the pilot's non-flying employment sooner.

E. Furlough Pay

1. A furloughed pilot shall receive furlough pay based on the pilot's longevity as a pilot, in accordance with the table below. The hourly rate of furlough pay shall be the rate applicable to the pilot's crew status on the day prior to the effective date of the pilot's furlough. For purposes of this paragraph, bid period compensation is deemed to be 70 hours and a bid period is deemed to be 4 weeks. Furlough pay shall be paid to pilots as provided in Section 3, commencing with the bid period immediately following a pilot's furlough.

Longevity as a Pilot	Furlough Pay (Bid Periods)
Less than 1 year	0
1 years but less than 3	1.0
3 years but less than 4	1.5
4 years but less than 5	2.0
5 years but less than 6	2.5
6 years but less than 7	3.0
7 years but less than 10	3.5
More than 10 years	4.5

A furloughed pilot must return the pilot's Company identification badge in order to receive furlough pay. Additionally, furloughed pilots must update their current contact information to ensure proper delivery of Company information, including recall notices.

2. A furloughed pilot may elect to reduce the dollar amount of the payments of the furlough pay to which the pilot is entitled by 50%. In this event, the number of bid periods during which the pilot is entitled to receive furlough pay shall be doubled. Any election of this option shall be made prior to the effective date of furlough and may not be modified after the commencement of the furlough.
3. If a pilot receiving furlough pay is recalled, the pilot's furlough pay shall terminate on the date the pilot resumes active employment. However, if the pilot has elected reduced payments in accordance with Section 23.E.2., the pilot shall receive 60 hours of furlough pay per bid period, on a pro-rated basis, if applicable, for the period the pilot was on furlough, not to exceed the maximum furlough pay to which the pilot was entitled pursuant to Section 23.E.1.
4. If a furloughed pilot is on leave of absence on the effective date of furlough, the pilot's furlough pay, if any, shall be based on the pilot's scheduled or actual return from leave of absence, whichever is later. The pilot's furlough pay shall be reduced by a prorated amount for each day the pilot was on leave of absence (or scheduled to be on leave of absence) after the effective date of the furlough.
5. A furloughed pilot who is entitled to reimbursement of expenses under the Agreement shall submit the documentation required for reimbursement to the Company within 30 days of the date when the pilot incurred the reimbursable expense.

SECTION 25 SCHEDULING

A. General

1. A bid period shall be either 4 weeks (28 days), 5 weeks (35 days), or 6 weeks (42 days; and with the consent of the Association's MEC Chairman) in duration, as determined by the Company and shall be uniform system wide. Bid periods shall begin on Sunday or Monday.
2. The Company shall not change the start time of any local base day, except EUR, to any start time other than 0130 LBT without the consent of the Association. The Company shall not change the start time of the local EUR base day to any start time other than 0215 LBT without the consent of the Association.
3. All trips known and confirmed at the time a bid period package is published shall appear in the bid period package. To the extent reasonably practical, such trips shall be built into regular lines.
4. Unless waived by the SIG, at least 80% of all known reserve days, by crew position, shall be built into reserve lines published in the bid period package; however, all known R-24 blocks shall be built into reserve lines published in the bid period package. Remaining reserve days will be made available as reserve blocks, in the View/Add window, and Secondary Working Window (SWW).
5. Days off are local base days scheduled free from duty at a pilot's base.
6. Trips published in a bid period package that subsequently become available as open time shall remain in the same base during the bid period. Flying not published in a bid period package, including newly constructed trips as described in Section 25.G.5. (certain open time assignments), may be assigned by the Company to any base.
7. A pilot shall be provided access to the Company's computer systems and data in order to view:
 - a. all bid awards and trips;
 - b. information related to open time as follows:
 - i. for trip assignment and trading, all open time in the current bid period (and in the next bid period after open time is released) shall be visible in "real time," except during periods when:
 - (a) the daily assignment process is taking place;
 - (b) the system(s) is paused to allow manual processing functions; or
 - (c) the system(s) affecting open time administration is not running due to system maintenance, upgrades, ~~etc.~~ significant operational disruptions, etc. Within 1 hour of the beginning of the pause, due to a significant operational disruption, the Company shall notify the affected pilots

through a system generated announcement on the main pilot interface page (currently PFC) and BLA submission pages (e.g., Trade with Open Time Submission, Trip Specific Open Time Submission), of the reason, and the beginning and anticipated end of the pause. The Company shall notify the affected pilots through a system generated announcement on the same pages at least 1 hour prior to the end of the pause.

- ii. in crew positions for which trip assignment or trading automation is not functioning, trip pairings more than 40.5 hours prior to showtime shall be visible to pilots accessing the open time interface;
 - iii. a trip(s) may be frozen to allow assignment by CRS. When a trip is frozen, it will be visible, but displayed in a manner indicating that it is available only to CRS.
 - c. the pilot's own work schedule and pay status, including for a pilot's activities, the "As Awarded/Assigned," "Block Out," and "As Flown" versions for at least 365 days from the end of the activity;
 - d. The instances in which reserve coverage exceeds or meets forecast reserve demand (i.e., "green" or "yellow" status) for the pilot's crew position, by date, duration, and reserve period (RP);
 - e. other reserve information as provided in Section 25.A.8.; and
 - f. another pilot's schedule, as long as the other pilot has opened the pilot's schedule to access.
8. The Company's computer system shall allow pilots to view:
- a. the list of pilots arranged in leveling order by reserve period.
 - b. the available remaining block days of reserve for each pilot on the list.
 - c. the leveling hours of each listed pilot.
 - d. the accrued RLG hours for the bid period for each pilot.
 - e. the current activity or general availability/unavailability status of other reserves.
 - f. the assignment of utilized reserves.
 - g. special qualifications or restrictions attendant to a particular reserve.
 - h. the names of pilots on the reserve list unless the pilot has not opened the pilot's schedule to access.
9. [Reserved]
10. A trip will not be scheduled with any crew composition changes (i.e., basic, or augmented) during any duty period. An operational change of crew composition during a duty period shall not extend a pilot's block hour or on-duty limitations.

B. Bid Period Package

1. The Company shall publish (electronically or otherwise, as provided in Section 25.B.3.) a bid period package for each base and, as necessary, a bid period supplemental package. At least one of these packages shall contain, at a minimum, the following information, current as of the publication date:
 - a. Trips that are known and confirmed as of the date the bid period package is published;
 - b. A base seniority list for the bid period package;
 - c. A list of vacations, with names and dates, scheduled for the current and the first week of the next bid period; the entire next month's vacation schedule shall be available electronically;
 - d. A list of pilots eligible to bid for recurrent training;
 - e. Dates and times available for recurrent training;
 - f. VIPS telephone information;
 - g. Pilots bidding for pay only;
 - h. Hotel, travel, layover and communications updates;
 - i. Sweep aircraft information;
 - j. SIBA/SBA bidding information;
 - k. A calendar containing bidding dates and times for the current and subsequent bid period;
 - l. Standard miscellaneous forms pertaining to bidding and related matters;
 - m. Scheduled field (airport and hotel) standby, and base (airport and hotel) standby, if applicable;
 - n. Average days off for lines in that bid period;
 - o. A list of Captains and First Officers who have not yet consolidated in their current crew status; and
 - p. Identification of lines in the top 50% of that bid period package's lines, in terms of scheduled block hours, for the purpose of Section 25.C.10.a.
2. The bid period package shall list the following line bidding choices:
 - a. Regular lines;
 - b. Secondary lines; and
 - c. Reserve lines.
3. Bid period packages shall be published between 23 and 25 days prior to the beginning of the bid period. The bid period package will be published by electronic

means only. ~~A limited number of printed bid period packages shall also be distributed and available in bases and the following locations AFW, CAN, CDG, EWR, OAK and other locations by agreement of the Company and the Association.~~

4. If, due to additional pilots activating in a position after the bid period package is ~~distributed~~published but before the bid is awarded, an insufficient number of lines have been published, the required number of secondary lines shall be increased to accommodate the additional pilots.

C. Bidding Procedures (Monthly)

1. Bid(s) shall be entered through VIPS. If access to VIPS is not available, a pilot may enter the pilot's bids by other Company approved means, in writing if possible.
2. A pilot may complete a standing monthly bid in a format designated by the Company. A pilot may update the pilot's standing monthly bid at any time. If a pilot does not enter a bid for the bid period, or enters an insufficient number of bid choices, the pilot shall be awarded a line based on the pilot's standing monthly bid.
3. If a pilot does not bid, fails to enter a sufficient number of bid choices, and either does not have a standing monthly bid or has a standing monthly bid with an insufficient number of choices, the pilot shall be awarded a line by seniority order, and by numerical order of remaining lines, lowest number first after all pilots entering bids have been processed.
4. Bidding for Captains shall close ~~5 days after distribution~~at 1200 CT on the 4th day following the publication of the bid period package, unless the bid package is ~~distributed~~published late due to unforeseen circumstances, in which case the Captains' bids shall close ~~4 days~~72 hours after ~~distribution~~publication of the bid package. In any event, Captains' bids shall close between 21 and 17 days prior to the commencement of the new bid period. ~~Bidding for First Officer awards~~bids shall close ~~24 hours~~at 0700 CT on the 2nd day following the close of the ~~bidding for Captain awards~~Captains' bid, but in no case less than 16 hours after the Student Lines are published. Bids shall be awarded in order of seniority within each crew position based upon bids received as of 1200 CT on such date for Captains and 0700 CT for First Officers.
5. FAR Experience Bidding Limitations
 - a. A First Officer shall not be awarded a regular line which, at the time of bid awards, would result in a violation of the FAR related to experience requirements (FAR 121.434, regarding minimum experience for Captain/First Officer combinations). In such case, the First Officer shall be awarded the pilot's next choice for which the pilot is legal.
 - b. If any First Officer regular line cannot be awarded through the normal bid award process due to FAR experience requirements, such line shall be assigned to the most junior First Officer who is legal for the assignment.

- c. If a pilot is awarded a regular line that would result in a violation of any FAR related to flight time limitations (e.g., FAR 121.471, 121.483, 121.485, 121.487), and there are multiple trips from which to choose which, if removed, would resolve the FAR conflict, the trip(s) with the lowest CH value shall be dropped as a phase-in conflict.
6. A pilot may only be awarded a line, for flying purposes, for the crew position (i.e., domicile, aircraft, seat) in which the pilot is currently activated and qualified at the time of bid closing. However, a pilot changing domiciles in the same crew status (i.e., aircraft, seat) shall bid and be awarded a line in the pilot's new crew position prior to the pilot's activation into that new crew position. Such pilot's activation date shall be the first day of a bid period, or if operating a carryover trip, at the conclusion of such trip. If a pilot is activated but not qualified in the pilot's crew position at the time of bid closing, the pilot shall be assigned a custom line as provided in Section 25.I.
7. A pilot in active pay status who is projected to be unavailable for line flying in the pilot's current crew position for an entire bid period (e.g., due to training, Association business status or sick leave) shall bid a line for pay only.
 - a. A pilot awarded a secondary line in pay only status shall not be eligible for secondary line construction and shall be compensated the average bid period BLG for regular lines for the pilot's crew position.
 - b. [Reserved]
 - c. A bid line shall not be awarded to more than one pay only pilot.
8. If no bid period package is published for a crew position due to the absence of known and confirmed flying in such crew position, pilots holding such crew position shall not be awarded lines for the bid period and shall be paid the average scheduled BLG for regular lines, system-wide.
9. First Officers may submit to be awarded a line with designated Captains. Such submissions shall be accommodated to the extent permitted by this Agreement.
10. Following the first full bid period after activation in which the pilot did not have a custom line, if a non-consolidated pilot is, at bid closing, not projected by the Company to be on-track for timely consolidation (using one projected-accrued block hour per remaining non-extension consolidation day), the pilot's monthly schedule awards may be restricted as follows:
 - a. awarded a regular line, provided that it includes at least 30 scheduled block hours, or is in the top 50% of lines in that base in terms of scheduled block hours; or
 - b. awarded a secondary line, with bidding preferences/priority as determined by the SIG/SLRWG; the pilot may not voluntarily use, toward the pilot's secondary line construction, standby trips, reserve blocks, or relief flight officer trips; or

- c. awarded a reserve line, only if the pilot cannot be awarded a regular or secondary line by seniority.
11. Bid awards shall be available on VIPS by 1700 CT on the date the monthly bid closes. ~~Construction and~~ for Captains, and 1200 CT on the date the monthly bid closes for First Officers. Publication of secondary lines shall be available on VIPS by 1200 LBT not later than 5 days prior to the beginning of the bid period for Captains, and not later than 4 days prior to the beginning of the bid period for First Officers. When the SWW ends on a Company holiday, publication of secondary lines shall be available on VIPS by 1700 LBT not later than 5 days prior to the beginning of the bid period for Captains, and not later than 4 days prior to the beginning of the bid period for First Officers.

12. Bidding of Recurrent Training

The awarding of a recurrent training session shall be as follows:

- a. A pilot scheduled for recurrent training in the following bid period shall bid for a recurrent training session during the Bid Period Processing Conflict Input Window as provided in Section 25.E.2.
- b. Bids shall be awarded during the Conflict Processing Window as described in Section 25.E.3., and a pilot shall be notified of the award prior to the opening of the View/Add Window as described in Section 25.E.4.
- c. Recurrent training bids shall be awarded by seniority, provided, however, that a pilot shall not be awarded a recurrent training session in conflict with any other known absence (e.g., vacation period, leave of absence) or carry-out activities from the previous bid period (e.g., carry-out trip or R-days). If a pilot bids a recurrent training session in conflict with a vacation buffer, that buffer will be deemed waived. Conflicts between recurrent training and vacation will be determined based upon the vacation period as awarded, or as adjusted in the Conflict Input Window as provided in Section 25.E.2.b.
- d. If a pilot cannot be awarded a recurrent training session based on the pilot's seniority as provided in Section 25.C.12.c., the following shall apply:
 - i. The assignment of the pilot's recurrent training shall be done after the award of all recurrent training slots that could be awarded based on seniority.
 - ii. The pilot shall be assigned recurrent training avoiding conflicts if possible. If recurrent training must be assigned in conflict with a trip(s) or R-day block (other than a carry-out trip or R-day(s), which will not be conflicted with under this paragraph), those conflicts shall be handled as provided in Section 25.C.12.f.
 - iii. If it is not possible to assign such pilot to a recurrent training session without conflicting with a known absence (e.g., vacation period, leave of absence, carry-out activities), the following shall apply:

- (a) if the pilot is not in the pilot's grace month, then recurrent training will be deferred until the next bid period.
- (b) if the pilot is in the pilot's grace month, then upon completion of the bid period processing, the Training Department will coordinate the pilot's recurrent training assignment and any conflicts will be handled as provided in Section 25.H.

[Application Note: In certain pre and grace month situations, overlaps between calendar months and bid periods may restrict the recurrent training slots for which a pilot is eligible.]

- e. The available sessions for First Officers may be modified (i.e., "rebalanced"), prior to awards based on the sessions awarded to pilots in higher seat positions (e.g., rebalancing of First Officer available sessions will be based on Captains' awards).
- f. Following the award during the Conflict Processing Window, a trip or block of R-days in conflict with the recurrent training session award shall be treated as a phase-in conflict as provided in Section 25.F. (e.g., the trip or R-day block shall be dropped and be eligible for make-up under the CIA assignment code), with the pilot having the ability to enter bids during the following View/Add Window. If a recurrent training session award conflicts with any portion of a block of R-days, the entire block shall be dropped as a phase-in conflict and the pilot shall not be responsible for any of the R-days in that block.

13. Student Lines

a. To facilitate the scheduling of operating experience, specific regular lines awarded to LCAs may be designated as student lines.

- i. The number of student lines shall not exceed 40% of the total number of LCAs bidding in a non-pay only status per bid pack, but in any event the Company may designate at least one such line per bid pack.
- ii. For the purposes of Section 25.C.13., "LCA" refers strictly to "pure" LCAs. It does not include Dual Qualified Check Airmen (DCAs) or Standards Check Airmen (SCAs).

b. First Officers

- i. First Officers shall have an option during the monthly bid to opt out of receiving a student line. A pilot who opts-out shall be treated as if the pilot had not bid the student line and shall be awarded that pilot's next choice.
- ii. First Officers awarded student lines shall be treated as follows:

- (a) During the Conflict Processing Window, following the resolution of all phase-in conflicts, any remaining trips will be removed in their entirety in accordance with Section 25.U.2.
- (b) During the View/Add Window, the pilot shall have the ability to designate the extent, if any, to which the CH associated with the removed Section 25.U.2. trips shall be SMU eligible CHs. If the pilot designates CHs as SMU, the pilot will be then eligible to bid for activities during the View/Add Window with the SMU status (and the pilot's BLG shall be reduced by the CH designated as SMU):
- (c) Trips awarded in SMU status shall earn trip guarantee upon assignment and be compensated at 125% of the pilot's normal pay rate;
- (d) R-day value for R-days awarded in SMU status shall be compensated at 125% of the pilot's normal pay rate; and
- (e) A SMU bank shall be established for remaining SMU CH following the posting of the View/Add Results.

D. Bid Line Categories and Construction

1. Regular Lines

- a. Regular lines shall be constructed solely of trips and days off.
- b. Regular lines shall be constructed with a maximum of 313 hours TAFB in a 4 week bid period, and 390 hours TAFB in a 5 week bid period, and 470 hours TAFB in a 6 week bid period. A single trip in a 6 week bid period shall not exceed 390 TAFB. Regular lines will only be constructed with a maximum of 15 work days in a 4 week bid period, 19 work days in a 5 week bid period, and 23 work days in a 6 week bid period.
- c. Regular lines in a 4 week bid period shall contain at least 1 block of 4 consecutive days off, 1 block of 3 consecutive days off and 1 block of 2 consecutive days off. Blocks of days off may be combined.
- d. Regular lines in a 5 week bid period shall contain at least 1 block of 4 consecutive days off, 2 blocks of 3 consecutive days off and 1 block of 2 consecutive days off. Blocks of days off may be combined.
- e. Regular lines in a 6 week bid period shall contain at least 1 block of 4 consecutive days off, 3 blocks of 3 consecutive days off, and 1 block of 2 consecutive days off. Blocks of days off may be combined.
- f. Regular lines shall be constructed so that the difference between the high BLG and low BLG in a bid period package shall not exceed 13 CH.

2. Secondary Line Construction

- a. A sufficient number of secondary lines shall be published to cover trips and reserve blocks anticipated to be dropped from regular and reserve lines, and other remaining open trips, reserve blocks, and base simulator support events.
- b. Secondary lines shall be constructed in seniority order during the Secondary Working Window (SWW), as provided in Section 25.E.
- c. For purposes of secondary line construction, an R-day does not conflict with another scheduled activity if there is at least 12 hours between the reserve period (RP) and the scheduled activity.
- d. Secondary lines may be constructed using trips, base simulator support events (as provided in Section 25.L.15.), reserve blocks, or combinations of the three; however:
 - i. a secondary line containing multiple reserve blocks shall contain at least one day off between them;
 - ii. a secondary line containing a reserve block prior to a trip shall contain at least:
 - (a) 24 hours off (measured from the end of the last RP to the scheduled showtime of the trip), if the pilot preferenced a mixed line that includes a combination of trips and R-days that exceeds 6 consecutive days without a 24 consecutive hour period off; or
 - (b) 12 hours off (measured from the end of the last RP to the scheduled showtime of the trip), if the pilot did not preference a mixed line that exceeds 6 consecutive days without a 24 consecutive hour period off.
 - iii. a secondary line containing a trip prior to a reserve block shall contain at least:
 - (a) 24 hours off (measured from the end of the trip's scheduled duty period to the beginning of the first RP), if the pilot preferenced a mixed line that exceeds 6 consecutive days without a 24 consecutive hour period off; or
 - (b) 12 hours off (measured from the end of the trip's scheduled duty period to the beginning of the first RP), if the pilot did not preference a mixed line that exceeds 6 consecutive days without a 24 consecutive hour period off.
 - iv. A secondary line shall not contain a base simulator support event unless the pilot has preferenced it.

- e. After the close of the View/Add window, and based on remaining open time and reserve blocks, the Company shall publish a high, low, and target secondary line BLG for each crew position. These high/low/target BLGs:
 - i. Do not apply to trips available in open time for secondary line construction which, by themselves and without regard to carry-in CH, exceed the high secondary line BLG; and
 - ii. Shall otherwise conform to the line spread provisions of Section 4.E.1.d.
 - f. Secondary line construction shall be consistent with the provisions of this Agreement, and the parameters established by the SIG and/or Secondary Line Replacement Working Group (SLRWG).
 - g. Carryover CH will not be part of the BLG/RLG for a secondary line except as provided in Section 25.E.4.b.iii. If it is not possible to build a secondary line within the line spread without creating a conflict, then the line will be built below the spread. In such case, the difference between that secondary line's BLG/RLG, and the applicable crew position's regular line average BLG shall be eligible for Priority Non-Premium (PNP) make-up.
 - h. Secondary line construction inputs and preferences shall be entered/updated via VIPS or another secondary line interface, as applicable. If access to VIPS or other interface is not available, a pilot may enter the pilot's inputs and preferences by other jointly approved means, in writing if possible.
 - i. A pilot may enter standing monthly secondary line preferences, which may be updated at any time. If a secondary line awardee does not enter any specific preferences for the bid period, or enters insufficient preferences, the pilot's secondary line shall be constructed respecting secondary line default preferences, as agreed upon by the SIG/SLRWG.
 - j. If a pilot enters no preferences, and does not have a standing monthly bid, the pilot shall be awarded a bid period schedule based on the default bid for the pilot's crew position.
 - k. A secondary line awardee may make other elections, during the first 48 hours of the Secondary Working Window (SWW), as provided in Section 25.E.6.b.
 - l. The Company shall make available a reasons report to help explain each secondary line awardee's final awarded schedule.
3. Reserve Line Construction
- a. A reserve line consists entirely of R-days and days off.
 - b. In a 4 week bid period, a published reserve line shall contain a maximum of 15 R-days. In a 5 week bid period, a reserve line shall contain a maximum of 19 R-days. In a 6 week bid period, a reserve line shall contain a maximum of 23 R-days.

- c. In the top 90% of published reserve lines, R-days shall be grouped into a block(s) with a minimum of 4 R-days. Other reserve lines shall have block(s) with a minimum of 3 R-days; provided, however, that reserve lines that contain blocks of 3 R-days shall not contain any R-days on weekends.
- d. A published reserve line may be constructed with an additional R-day(s) that carries over into the following bid period.
- e. Among published reserve lines in each bid period package, there shall be a minimum of ~~13~~20% R-24 lines with a minimum of one R-24 line (described in Section 25.M.2.), a minimum of 20% of non R-24 lines in MEM shall have a R-3 report status, and a minimum of 20% of non R-24 lines in IND shall have a R-3 report status. The Company and the SIG shall coordinate to establish a percentage of R-24 lines by bid period package, and this percentage shall be reevaluated on a quarterly basis.

E. Bid Period Processing

1. Monthly Bid

In addition to line preferences, a pilot's monthly bid shall have the ability to contain the following:

- a. Election of minimum days off protection ~~as a result of phase-in, as provided in Section 25.F.7.;~~
- b. ~~Waiver of minimum days off protection as a result of recurrent training~~ Opt out of Student Lines for First Officers;
- c. Waiver of an international duty free buffer to avoid a phase-in conflict or a conflict with recurrent training; and
- d. Waiver of 1-in-10 (Section 12.C.1.c.) to avoid phase-in conflict.

2. Bid Period Processing Conflict Input Window

The bid period processing conflict input window shall not be less than 48 hours beginning ~~at 1700 CT on~~ 5 hours following the ~~date~~ close of the monthly bid ~~closes~~. A pilot may enter the following via VIPS:

- a. Worksheet for minimum days off protection as provided in Section 25.F.7.;
- b. Submissions for vacation adjustments (including waiver of vacation buffer for a secondary or reserve line) as provided in Section 7.E.2. and 3., and Section 7.G.3. and 4.;
- c. [Reserved]
- d. Bids for recurrent training sessions following the completion and viewing of vacation adjustments and waivers, if any;
- e. [Reserved]

- f. Submission to drop carryover trips under 72 hours TAFB as provided in Section 25.F.3.a.; and
- g. Worksheet for reserve vacation line.

3. Conflict Processing Window

The Conflict Processing Window is a period of not less than 245 hours, beginning when the Bid Period Processing Conflict Input Window closes. Within the Conflict Processing Window, recurrent training sessions will be awarded after all other conflicts, except those due to minimum day off protection, have been processed. Following the award of recurrent training sessions, conflicts with recurrent training will then be processed. After recurrent training is awarded, conflicts due to minimum day off protection shall be processed.

4. View/Add Window

The View/Add Window is a period of not less than 48 hours beginning at the close of the Bid Period Conflict Processing Window. During the View/Add Window, a pilot shall have the ability to view open time (conflicted regular line trips and reserve blocks, as well as all remaining open trips, reserve blocks not included in regular/reserve line construction, and open base simulator support events as provided in Section 25.L.15.).

~~[Application note re prior to upgrade of secondary line automation: Open time shall be “refreshed” following MUV/CIA awards, allowing secondary line preference inputs which are informed by remaining open time.]~~

- a. During the View/Add Window, a pilot may enter the following via VIPS:
 - i. Bids for make-up ~~trips~~activities due to phase-in conflict; (CIA) as provided in Section 25.F.;
 - ii. Bids for vacation make-up (MUV) as provided in Section 7.G.5.;
 - ~~iii.~~ iii. Bids for student make-up (SMU) as provided in Section 25.C.13.b.;
 - ~~iv.~~ iv. ~~Bids for phase-in make-up and MUV trips~~ shall be only by:
 - (a) Specific trip number (including date);
 - (b) Reserve block label; and/or
 - (c) Base simulator support event label.
 - v. Bids shall be awarded in seniority order.
 - vi. ~~iv. Bids for MUV and CIA shall be awarded in seniority order.~~ The results of the View/Add Window bids shall be posted no later than 5 hours following the close of the View/Add Window.
- b. Additionally, during the View/Add Window, a secondary line awardee may:

- i. Submit the number of vacation days (i.e., whole 6 CH increments) the pilot desires to apply toward the pilot's secondary line, as follows:
 - (a) For a pilot who has an awarded vacation period(s) in the upcoming bid period, this number may be:
 - (1) as small as zero;
 - (2) as large as 12 days, for a 4 week bid period (but at least the number of days in the pilot's awarded vacation period(s) if larger than 12 days);
 - (3) as large as 15 days, for a 5 week bid period (but at least the number of days in the pilot's awarded vacation period(s) if larger than 15 days); or
 - (4) as large as 18 days, for a 6 week bid period (but at least the number of days in the pilot's awarded vacation period(s) if larger than 18 days).

For the purposes of Section 25.E.6.b.i.(b), additional vacation days (i.e., "extended" vacation days) are always added to the end of the vacation period as awarded. However, if adding an extended vacation day to the end of the pilot's awarded vacation period could cause that extended vacation day to either fall beyond the end of the upcoming bid period or touch Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day, that extended vacation day will be added to the beginning of the pilot's awarded vacation period. If adding an extended vacation day to the beginning of the pilot's awarded vacation period would cause that extended vacation day to either fall into the current bid period or touch Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day, the pilot's submission to add that extended vacation day will not be granted.
 - (b) For a pilot who has no awarded vacation period in the upcoming bid period, this number is limited only by the pilot's remaining unused vacation credit hours, in 6 CH increments;
- ii. Notify the Company of any known absences (e.g., jury) pending during the upcoming bid period;
- iii. Designate the extent to which carryover CH, if any, should apply toward the new bid period's BLG/RLG, if the pilot is awarded a secondary line; and/or
- iv. Designate the extent to which the CH associated with an awarded recurrent training session should apply toward the new bid period's BLG/RLG, if the pilot is awarded a secondary line.

5. The View/Add Processing Window is a period of not more than 24 hours (beginning when the View/Add Results are posted) during which time the Company shall process submissions, requests, and designations from secondary line awardees transmitted to the Company pursuant to Section 25.E.4.b. During the View/Add Processing Window, the Company shall:
- Comply with each submission given staffing in each crew position, which shall be processed in seniority order within the submission type, from secondary line awardees with an awarded vacation period(s) in the upcoming bid period, and who wish to avail themselves of Section 25.E.4.b.i.(a). In no case shall a submission be approved if it creates a conflict with recurrent training or a known absence (e.g., jury).
 - Comply with each submission given staffing in each crew position, which shall be processed in seniority order within the submission type, from pilots without any awarded vacation periods in the upcoming bid period who wish to avail themselves of Section 25.E.4.b.i.(b). In no case shall a submission be approved if it creates a conflict with recurrent training or a known absence (e.g., jury).
 - Regardless of the given staffing in each crew position, submissions for additional or fewer vacation days shall be honored in seniority order to the extent that they are offsetting.
6. Secondary Working Window (SWW)

The SWW is a period of not less than ~~444~~115 hours beginning at 1700 CT the day following the posting of the View/Add Processing Window results. During the SWW:

- A secondary line awardee may build the pilot's secondary line or modify the pilot's secondary line preferences;
- Additionally, during the first ~~48~~62 hours of the SWW, a secondary line awardee may:
 - slide the pilot's vacation footprint, up to 5 days measured against the greater of:
 - the pilot's awarded vacation period; or
 - the pilot's vacation period, as adjusted in the View/Add window;Provided, however, that no slide may create a conflict with a pilot's recurrent training or known absence (e.g., jury).
 - shrink or eliminate the pilot's vacation footprint; and/or
 - elect to waive or protect the pilot's vacation buffer.
 - A vacation period which, as originally awarded, was wholly contained in one bid period may have its footprint, but not its credit hours, slid into

an adjacent bid period (except into November or December, or into the current bid period).

- v. A pilot's election to slide, shrink, or eliminate the pilot's vacation footprint, in accordance with Section 25.E.6.b.i. or ii., has the effect only of enhancing a pilot's flexibility during the SWW window. That election does not change the credit hour draw against the pilot's vacation bank as determined by the View/Add window.

F. Bid Period Phase-In

1. A phase-in conflict occurs when:
 - a. a pilot not qualified for the lowest FAR landing minimums for the pilot's aircraft is awarded a trip to an international location that was designated in the bid period package as restricted to pilots qualified to those minimums; or
 - b. a pilot is unable to perform an assignment(s) in a bid period due to a trip (including an international buffer, if any) that began in the previous bid period or a carryover R-day(s). For purposes of determining conflicts with R-days on which no activity has been assigned, the following shall apply:
 - i. An R-day conflicts with an earlier assignment unless there is at least 12 hours prior to the start of the pilot's first RP, and no legality problems are caused by the previous assignment (e.g., 1-in-7).
 - ii. An R-day conflicts with a subsequent assignment unless there are at least 12 hours between the end of the pilot's R-day and the beginning of the scheduled assignment, and no legality problems are caused by the subsequent assignment (e.g., 1-in-7).
 - iii. An R-day conflicts with another R-day unless there are at least 12 hours between the consecutive RPs; however, consecutive R-days with the same RP do not create a conflict.
 - iv. The provisions of Section 25.F.1.b.i., ii., and iii. do not apply operationally or during the application of Section 25.M.3.d.
 - c. a pilot is awarded/assigned a recurrent training session in conflict with a trip or block of R-days, as provided in Section 25.C.12.d.ii., or C.12.f.
2. Conflicts relating to on-duty limitations shall be determined based upon scheduled duty limitations, as provided in Section 12.C.4. and D.5.
3. A pilot's current bid period schedule, inclusive of carryover R-days into the subsequent bid period, shall take precedence over a subsequent bid period award, except as follows:
 - a. To avoid a phase-in conflict, a pilot with a trip in the new bid period in excess of 120 hours TAFB shall have the ability to submit to drop a carryover trip or R-

day block in the current bid period of less than 72 hours TAFB or 3-day block as follows:

- i. Such submission shall be made during the Bid Period Processing Conflict Input Window.
 - ii. Any submissions shall be processed in seniority order.
 - b. Unpaid carryover on a pilot's pay only line during ITU shall not create a phase-in conflict in a subsequent bid period.
4. A pilot may elect to waive an international duty free buffer to avoid a phase-in conflict.
5. In the event of a phase-in conflict with a trip(s) on a regular line in the new bid period, the trip(s) in the new bid period shall be dropped without pay and the pilot shall be eligible to make-up the CH value of trip(s) dropped due to phase-in conflict prior to construction of secondary lines, as provided in Section 25.E.4.a.i., L.1., and L.6.
6. In the event of a phase-in conflict with an R-day(s) in the new bid period:
 - a. If other than a vacation conflict, the block containing that R-day(s) in the new bid period shall be dropped, [made available in open time for the View/Add window](#), and the pilot shall be eligible to make-up an R-day value(s), as provided in Section 25.E.4., L.1., and L.6.;
 - b. If a vacation conflict, the entire block containing that R-day(s) in the new bid period shall be made available in open time for the View/Add window; however:
 - i. The pilot's vacation bank shall be charged only for the CH value of those R-days in conflict (as provided in Section 7.G.3.); and
 - ii. Those R-days not in conflict (as provided in Section 7.G.3.) shall remain on the pilot's schedule, and the pilot's vacation bank shall not be charged for their CH value.
7. If a pilot's line, including recurrent training and carryover from the previous bid period, does not meet minimum days off protection, the following shall apply prior to the construction of secondary lines:
 - a. A pilot shall have the ability to drop a trip(s)/R-day(s) from the pilot's line, provided that the pilot's line, after the adjustment, contains the minimum number of days off and the pilot shall be eligible for make-up. The pilot may request which trip(s) or R-day(s) will be dropped; or
 - b. If a pilot is unable to protect the pilot's minimum days off as provided in Section 25.F.7.a., the pilot shall have the ability to drop a trip(s) even though the drop(s) would cause the pilot's line to contain more than the minimum number of days off. The pilot may request which trip(s) or R-day(s) will be dropped. The pilot shall then be eligible for make-up to the extent necessary to restore the CH

- value of a trip(s) dropped in the View/Add Window, prior to construction of secondary lines.
- c. Adjustments to a pilot's line in accordance with Section 25.F.7.a. and F.7.b., shall be made in accordance with Section 25.E.
8. If a pilot's vacation period ends on the last day of a bid period and is immediately followed on the first day of the subsequent bid period by a block of RP-A or R-24 reserve periods, the following shall apply:
- a. Unless the conflict is waived, the first reserve period will be dropped and eligible for make-up as provided in Section 25.E.4. and Section 25.L.1., and L.6.
 - b. A pilot may waive the vacation/reserve conflict to avoid a phase-in conflict. If waived:
 - i. an RP-A pilot shall be available for notification pursuant to Section 25.M.3.c.i.(a), (b), or (c), as appropriate.
 - ii. CRS may give an R-24 pilot a reserve assignment via VIPS at least 24 hours prior to its scheduled showtime.

G. Open Time Assignments

1. Following resolution of phase-in conflicts, open time may be used in the following order: training assignments, phase-in make-up (including MUV, as provided in Section 7.G.5.a.), and then substitution/reassignment. Remaining open time shall be used for construction of secondary lines. After construction of secondary lines, open time may be used at any time prior to or during a bid period for PMU, substitution/reassignment, custom line construction, advance reserve assignment, advance volunteer assignment, make-up, training assignment and Association Fly Back (AFB). However, during the first 12 hours after the publication of open time, only pilots shall have access to open time trips starting in the new bid period. ~~The Company may also use open time before the assignment window in order to assign a trip to an R-24 pilot.~~
2. Open Time Availability
 - a. Open time for a bid period shall be available for viewing not later than 72 hours prior to the beginning of the bid period. Each bid period package will indicate when open time will be released. The release times may be staggered between aircraft types and bases to prevent VIPS overload.

In the open time release, the Company will include base airport standbys for the following crew positions: MEM MD-11 Captain, MEM MD-11 First Officer, MEM A300 Captain, MEM A300 First Officer, MEM B767 Captain, MEM B767 First Officer, MEM B757 Captain, and MEM B757 First Officer. For each of the crew positions, at least the following total number of base airport standbys per day (specific times to be determined by the Company) shall be included: Tuesday through Friday: 2; and Saturday: 1.

- b. A pilot shall be provided access to the Company's computer systems and data to view information related to available open time as follows:
 - i. for trip assignment and trading, all open time in the current bid period (and in the next bid period after open time is released) shall be visible in "real time," except during periods when:
 - (a) the daily assignment process is taking place;
 - (b) the system(s) is paused to allow manual processing functions; or
 - (c) the system(s) affecting open time administration is not running due to system maintenance, upgrades, etc.
 - ii. in crew positions for which trip assignment or trading automation is not functioning, trip pairings more than 40.5 hours prior to showtime shall be visible to pilots accessing the open time interface.
 - iii. a trip(s) may be frozen to allow assignment by CRS. When a trip is frozen, it will be visible, but displayed in a manner indicating that it is available only to CRS.
- c. A trip or standby that appears in open time will remain in open time exclusively for pilots for no less than 3 hours, except as provided in Section 25.G.1. (i.e., the first 12 hours), G.3., and G.4. Thereafter, the Company may use open time before the assignment window to assign a trip to an R-24 pilot, but no earlier than 168 hours prior to showtime.

3. Assignment Window

- a. Except as provided in Section 25.G.3.a.i. and ii., at 0900 LBT each day the Company shall begin to assign open time trips and base standbys with showtimes through the next 40.5 hours.
 - i. At 0700 LBT each day, any trip with 120 hours TAFB or more, with a showtime during the next two local base days that is assigned to a pilot who is on sick leave shall be available in open time for Bid Line Adjustments as provided in Section 25.L. At 1000 LBT, such trips shall become available for assignment by CRS.
 - ii. At 0700 LBT each day, any trip with less than 120 hours TAFB, with a showtime during the next local base day that is assigned to a pilot who is on sick leave shall be available in open time for Bid Line Adjustments as provided in Section 25.L. At 1000 LBT, such trips shall become available for assignment by CRS, with the exception of trips with a showtime prior to 1800 LBT that same day, which shall become available for assignment by CRS at 0900 LBT.

- b. Open time not assigned as provided in Section 25.G.1. shall be assigned in the following order:
 - i. SUB, RAT or PMU;
 - ii. PNP;
 - iii. Make-up:
 - (a) CMU
 - (b) SMU
 - (c) ~~(b)~~M/U
 - (d) ~~(e)~~MUS (includes both MUS and MUD)
 - (e) ~~(d)~~MUV
 - iv. AFB;
 - v. RSV;
 - vi. VLT;
 - vii. DRF.
 - c. Notwithstanding Section 25.G.3.b., the Company may assign open base airport standbys to reserve pilots prior to any other category.
4. The Company may assign a VLT or DRF ahead of reserve, due to operational requirements, notwithstanding Section 25.G.3. If necessary to prevent or mitigate a departure delay, the Company may make an open time assignment other than as provided in Section 25.G.3. and will report the specific circumstances of such assignment(s) to the Association in the bid period report under Section 9.B.
 5. If an open time trip cannot be assigned through the application of Section 25.G.3.b.i. through v., that trip may be canceled and a new trip(s) may be constructed and assigned according to this paragraph (Section 25.G.). This procedure may only be done inside the open time assignment window, as provided in Section 25.G.3.

H. Substitution

1. Applicability

Substitution provisions apply only prior to block-out on a trip. Substitution shall not occur due to Company actions made for operational reasons (e.g., trip revision, high minimums pull) after block-out. A pilot who blocks out on a trip, but returns prior to making a landing at another airport, or who never blocks out due to an operational emergency, may be eligible for substitution, as if the pilot had not blocked out.

2. Eligibility for Substitution

A pilot is eligible for substitution if the pilot is removed from a trip for which the pilot is entitled to trip guarantee for any of the reasons listed in this paragraph. Pilots in MUV, MUS, CMU, AFB, VLT, DRF or reserve are not eligible for substitution. If a pilot is removed from a substitution trip for any of the reasons listed in this paragraph, the pilot shall remain eligible for substitution based upon the pilot's original trip (i.e., the trip or series of trips that actually created the substitution eligibility). The following events generate substitution eligibility and, where noted, reassignment offers prior to substitution.

a. Trip Canceled

- i. The trip is canceled for any reason; or
- ii. If a trip is canceled due to a change of gauge a pilot shall be offered the rebuilt trip for the pilot's aircraft as a SUB or RAT, if possible.

b. Trip Rescheduled Outside 4 Hour Window

The trip is rescheduled to begin more than 4 hours prior to its original showtime or to terminate more than 4 hours after its original termination time. Trips in this category must be offered to the pilot as a reassignment trip prior to the pilot being placed in substitution.

c. Showtime Moved Up Without Notice

The trip is rescheduled with a showtime at least 1 hour earlier than the original showtime and the pilot is not adequately notified of that change. For purposes of this paragraph, adequate notification occurs if:

- i. the pilot checks in at or prior to the new showtime; or
- ii. the pilot is notified of the change at least 8 hours prior to the new showtime; or
- iii. the pilot is transiting the pilot's base on separate trips not interrupted by a legal rest period and the pilot is notified of the change prior to the new showtime.

d. [Reserved]

e. [Reserved]

f. Weather Restrictions

The pilot is removed from the trip due to weather related restrictions.

g. FAR or Other Governing Authority

The pilot is removed from the trip because the pilot will or is projected to exceed FAR limitations or because of other government controlled

restrictions (e.g., work visa not issued in time, revocation or denial of route authority).

h. Contract Limitations

The pilot is removed from the trip:

- i. because the pilot will or is projected to exceed limitations contained in this Agreement (e.g., precautionary weather pull);
- ii. because the Company has determined that the pilot is ineligible to fly based on a general, uniformly applied set of criteria (e.g., lack of LCA on route familiarization segments); or
- iii. due to other circumstances expressly specified in this Agreement as giving rise to substitution eligibility.

i. Operational Conflict

If a trip is revised more than 24 hours prior to the showtime for that trip, and it causes a conflict with a subsequent trip, the revised trip shall be dropped and eligible for substitution. If a trip is revised within 24 hours of showtime, and the revision causes a conflict with a subsequent trip, the subsequent trip shall be dropped and be eligible for substitution, unless the first trip is eligible for substitution for some additional reason.

j. Training

The pilot is removed from the trip due to the pilot's recurrent training, other than as a phase-in conflict (See Section 25.F.1.c.).

3. Notification of Substitution Assignment

a. Notification

A pilot who is eligible for substitution may be offered a substitution assignment at any time. The pilot shall be available to receive substitution offers during the availability periods described in Section 25.H.3.b. and c.

b. Initial Availability Period

The initial availability period begins when a pilot is notified of the pilot's substitution availability and ends 4 hours after the showtime of the pilot's original trip. Beginning 4 hours prior to the showtime of the pilot's original trip or once notified of substitution eligibility, whichever is later, the pilot shall be available for substitution assignment until 4 hours after showtime of the pilot's original trip. If, before the end of the pilot's initial availability period, the pilot has not been offered a substitution assignment (other than airport hold) with a showtime within 72 hours after the showtime of the pilot's original trip, the following shall apply:

- i. If the pilot's substitution window, as provided in Section 25.H.4., is shorter than 72 hours, the pilot shall have no substitution responsibility after the pilot's initial availability period.
 - ii. If the pilot's substitution window is greater than 72 hours, the pilot shall be credited with 18 hours toward the pilot's substitution guarantee. The pilot may not be given a substitution assignment with a showtime within 72 hours of the showtime of the pilot's original trip, and the pilot has the following options:
 - (a) elect OTP for the balance of the pilot's original trip guarantee; or
 - (b) remain eligible for substitution.
 - iii. A pilot entitled to elect OTP under Section 25.H.3.b.ii. may do so until the first 0900 LBT after the end of the pilot's initial availability period. If the pilot has not elected OTP by that time, the pilot will remain in substitution.
- c. Subsequent Availability Periods For SUB Windows Greater Than 72 Hours
- If the pilot chooses to remain eligible for substitution the pilot's subsequent availability periods are as follows:
- i. A pilot shall be available for substitution assignment between 1000 and 1600 hours LBT the day prior to each remaining day on which the pilot could operate a substitution assignment; however
 - ii. The pilot is not required to be available during the last 1000 to 1600 LBT period within the pilot's substitution window.
- d. Conflicts With Availability Periods
- A pilot shall be required to be available for substitution assignment only during the portion of an availability period during which the pilot is not in a legal rest period, on a trip, or in training. A pilot shall not be considered available if during the entire portion of the IAP, the pilot is in a legal rest period, on a trip, or in training.
- e. Meaning of "Availability"
- i. A pilot may supply VIPS with up to four contact numbers, with labels (e.g., "primary," "cell," "alternate") for use during periods when the pilot is required to be available for substitution assignment. In order to contact the pilot during those periods, CRS shall place calls to three (or fewer, when the pilot has listed fewer) of the pilot's listed phone numbers.
 - ii. A pilot shall be deemed "available" for substitution assignment if the pilot either answers calls placed to the pilot's contact numbers or returns those calls within 15 minutes. In extenuating circumstances in which a pilot will be out of contact for more than 15 minutes, a pilot may work with CRS to make alternative contact arrangements.

f. Notification While On Duty

Prior to starting a legal rest period, a pilot on a trip which ends during the pilot's substitution window shall contact CRS within 30 minutes following block-in for possible substitution assignment.

g. Airport Hold

A pilot eligible for substitution may be held at the airport for up to 4 hours after the showtime of the trip for which the pilot was reporting, however, the pilot shall not be held beyond the scheduled duty limitations applicable to that trip. A pilot on airport hold in MEM shall be eligible for a room in the crew rest facility. A pilot on airport hold shall earn 6 CH toward the pilot's substitution guarantee, as provided in Section 4.L.4.

4. Substitution Window

A pilot's substitution window shall be the period beginning 4 hours prior to showtime of the original trip (i.e., the trip or series of trips that actually created the substitution eligibility) and ending 4 hours after the termination of the original trip. For purposes of determining a pilot's substitution window, a series of trips not interrupted by a legal rest period at base is considered a single trip. [As provided in Section 8.C.3.d.iv., a pilot may elect a hotel room in base for use during the Substitution Window as an allowable/reimbursable deviation expense.](#)

a. Close of Substitution Window

A pilot's substitution window shall close if the pilot's substitution guarantee exceeds the pilot's original trip guarantee.

b. Recurrent Training

If a pilot becomes eligible for substitution as a result of the pilot's recurrent training, any substitution eligibility created will adhere to the provisions of Section 25.H.3.a., b., and c. (see also Section 25.C.12.d.iii.(b)). The pilot's substitution window shall be as follows:

Example: Recurrent training creates substitution eligibility for a 7 day trip, and the pilot is eligible for substitution for 4 days. This shall be treated as if it were a 4 day trip, for purposes of Section 25.H.3.a., b., and c.

i. Training Exclusively On Days Off

If the training is scheduled exclusively on scheduled days off, and as a result of that training, the pilot is scheduled to receive fewer than the minimum days off and has not waived such protection, the pilot shall be removed from a trip(s), and is eligible for substitution on trip days dropped in excess of minimum days off. The Company shall notify the pilot of the contiguous days on which the pilot is eligible for substitution. The pilot shall be responsible for the availability periods corresponding to those days.

ii. Training Exclusively On Trip Days

If the training is scheduled exclusively on trip days, the pilot shall be eligible for substitution on any trip days dropped not in conflict with training.

iii. Training On Trip Days And Days Off

If the training is scheduled on trip days and days off, the pilot shall be eligible for substitution for any trip days dropped in excess of the total number of training days (i.e., training days in conflict plus training days not in conflict). If, as a result of the training scheduled under this paragraph, the pilot is scheduled to receive fewer than the minimum days off, and has not waived that protection, the pilot shall be removed from an additional trip(s) and is eligible for substitution on trip days dropped in excess of minimum days off. The Company shall notify the pilot of the contiguous days on which the pilot is eligible for substitution. The pilot shall be responsible for the availability periods corresponding to those days.

iv. Fewer Than Minimum Days Off Due To Carryover

If the pilot's line has fewer than the minimum days off as a result of carryover, the number of days off protected shall be limited to the number of scheduled days off on the pilot's line (including carryover).

v. Training Rescheduled By Pilot

If the pilot has rescheduled the pilot's training from a prior bid period, the pilot shall not be entitled to minimum days off protection. The pilot is eligible for substitution for all trip days dropped not in conflict with training.

vi. Location of SUB Window

In Section 25.H.4.b.i., ii., and iii., when the trip dropped for recurrent training is in actual conflict with the pilot's recurrent training footprint, the pilot's substitution window will be scheduled to touch either end of the pilot's recurrent training, unless the pilot requests otherwise and an alternative arrangement can be made. If the trip dropped due to recurrent training is not in actual conflict with the training, the SUB window will be based on the footprint of the trip dropped, rather than the recurrent training footprint.

5. Substitution Assignment Parameters

A pilot eligible for substitution may be assigned a substitution trip(s) or standby assignment(s) in accordance with the following:

a. Substitution Trip Assignment

The showtime and scheduled termination of a substitution trip must be within

a pilot's substitution window.

b. Daytime Flying Assignment

A pilot eligible for substitution based on a trip in which more than half of the revenue duty periods begin in the day period may be offered any legal substitution assignment; however, if such pilot is offered a trip in which more than half of the revenue duty periods begin outside the day period, the pilot may refuse such trip without loss of trip guarantee.

c. For a substitution assignment window of 72 hours or less, any assignment shall be sequential or any unassigned periods during this window are eligible to be claimed for reimbursement for a hotel room (not to exceed the base hotel contract rate).

d. Base Airport Standby Assignment

A pilot may be offered a regularly scheduled base airport standby assignment only if that standby would otherwise have to be assigned to a VLT or DRF pilot. A substitution pilot on standby must accept any standby trip assignment that is scheduled to operate within the pilot's substitution window.

Example: The Company may not create a base airport standby solely in order to use a substitution pilot/crew. If, due to operational circumstances, (e.g., weather, anticipated volume), the Company increases the number of standbys (e.g., not 1 pilot on a.m. standby, but 4 pilots on a.m. standby), then the Company could assign the standby to a substitution pilot, as long as it would otherwise have been assigned to a VLT or DRF pilot.

e. Hotel Standby Request

i. A pilot whose original trip was greater than 72 consecutive hours may request to have a hotel standby pairing constructed to cover the pilot's substitution window, or the portion of that window not covered by trips already accepted, if any, in accordance with the following:

(a) If the pilot's substitution eligibility was posted in VIPS, or the pilot was notified of the pilot's substitution eligibility by CRS, more than 24 hours prior to showtime, the pilot may request hotel standby through CRS up to 24 hours prior to showtime.

(b) If the pilot does not have an answer to the pilot's hotel standby request or if substitution eligibility was posted in VIPS 24 hours or less prior to showtime, then the pilot may call CRS to request hotel standby. CRS shall grant or deny that request immediately.

ii. A substitution pilot on hotel standby must accept any standby trip assignment that is scheduled to operate within the pilot's substitution window. Normal hotel standby report times apply to a pilot on substitution hotel standby.

f. Minimum Report Times

Unless waived by the pilot, the earliest showtime for a substitution trip shall be as follows:

- i. If a pilot is offered a substitution trip during the pilot's initial availability period, and the pilot is not already at the airport, the showtime for that assignment shall be at least the minimum reserve report status applicable to the pilot's base, as provided in Section 25.M.3.a. (e.g., R-1.5).
- ii. If a pilot is offered a substitution trip during a subsequent availability period (1000 through 1600 LBT), and the pilot is not already at the airport, the showtime for that trip shall be:
 - (a) at least 8:00 hours after the first attempt at notification if the first duty period in the trip is scheduled to domestic block hour and on-duty limitations; or
 - (b) at least 12:00 hours after the first attempt at notification if the first duty period in the trip is scheduled to international block hour and on-duty limitations.
- g. A pilot shall not be given a substitution assignment that would cause the pilot to be illegal for the pilot's next assignment, except as provided in Section 25.H.2.i.
- h. A substitution assignment shall not impinge on a required rest period (including such a rest period associated with training).

6. Acceptance or Rejection of Substitution Assignments

- a. A pilot shall accept or reject a substitution assignment when offered. However, when a pilot learns of a substitution offer through VIPS prior to the pilot's initial availability period, the pilot shall have up to 24 hours to accept or reject the assignment, except that no assignment may be rejected within 4 hours of showtime. Failure to reject the assignment in that time frame constitutes acceptance of the assignment.
- b. A pilot shall not earn trip guarantee for the pilot's original trip if the pilot:
 - i. fails to satisfy availability or contact requirements specified in Section 25.H.3.; or
 - ii. trades a substitution assignment; or
 - iii. rejects a substitution assignment which is offered by CRS or through VIPS:
 - (a) prior to the scheduled showtime of the original trip; or
 - (b) during a required contact or availability period; or

(c) while on Company assignment during the pilot's substitution window.

- c. A pilot may reject a substitution assignment offered other than as provided in Section 25.H.6.b.iii., or in accordance with Section 25.H.5.b., without loss of trip guarantee (i.e., night or critical flying offered to day flyer).

Example: A pilot in the second day of a six day substitution window is not offered a substitution assignment during the pilot's 1000-1600 LBT availability period. A 3 day trip becomes available and CRS calls the pilot at 1730 to see if the pilot would like the trip as a substitution assignment. The pilot may decline the substitution offer without loss of trip guarantee because the trip was not offered at any of the times described in Section 25.H.6.b.iii.

- d. A pilot who has forfeited trip guarantee shall have no further substitution eligibility for the pilot's original trip, shall not be required to remain available for contact, and shall be eligible for OTP or normal make-up, as applicable. However, if the pilot accepts a substitution assignment(s), but subsequently forfeits trip guarantee, the following shall apply:
 - i. the pilot shall be responsible for any previously accepted, but not yet operated substitution assignment(s) and that assignment(s) shall be deemed make-up.
 - ii. the pilot shall be eligible for make-up for the value of the pilot's original trip.

7. Trading or Dropping Substitution Assignments

If a pilot accepts a substitution assignment and then subsequently trades or drops that assignment (including PDO bump by another line pilot), the pilot shall forfeit trip guarantee and be released from future substitution eligibility.

8. Ineligibility for Volunteer

- a. A pilot may not accept a volunteer trip that operates during any portion of the pilot's substitution window, except as provided in Section 25.H.8.b., c., and d.
- b. A pilot may accept a VLT trip which is assigned after the pilot's last availability period is over.
- c. A pilot who elects OTP at least 4 hours prior to the showtime of the pilot's original trip may accept a VLT trip as if the pilot had never been eligible for substitution.
- d. A pilot who elects OTP less than 4 hours prior to showtime, shall not be eligible for a VLT trip with a showtime within 24 hours of the showtime of the original trip.
- e. If a pilot is inadvertently assigned a VLT trip in conflict with Section 25.H.8. (this paragraph), the pilot shall earn compensation for that trip at 150% of the

pilot's normal pay rate, or be notified of removal prior to block-out.

9. [Reserved]

10. Reassignment in Lieu of Substitution

A pilot eligible for substitution may be offered a reassignment trip in lieu of substitution subject to the following:

a. Reassignment Trip Offer

The Company may offer a reassignment trip to any pilot who has not accepted a substitution assignment.

b. Acceptance or Rejection of Reassignment Trip Offer

- i. If a pilot accepts a reassignment trip the pilot shall earn the higher of trip guarantee for the original trip(s) or trip guarantee for the reassignment trip, calculated as described in Section 4.M.1. (Reassignment Trip Pay). That pilot shall be released from all substitution obligations relating to the pilot's original trip.
- ii. If a pilot declines a reassignment trip, the pilot shall remain eligible for substitution.
- iii. If a pilot trades the pilot's reassignment trip, the pilot shall earn only the trip guarantee for the trip(s) assumed as a result of the trade.

11. Election of Open Time Priority In Lieu Of Substitution

- a. A pilot eligible for substitution on a non-PMU trip may elect OTP by notifying CRS via VIPS as follows:
 - i. any time prior to the showtime of the pilot's original trip if the pilot was notified of substitution eligibility prior to showtime; or
 - ii. when notified of the pilot's substitution eligibility if the pilot is notified after showtime.
- b. If a pilot becomes eligible for substitution on an PMU trip, and rejects SUB, the pilot shall not earn any credit hours for that trip, and shall revert to the pilot's original OTP status.
- c. If, while still eligible to elect OTP, a pilot forfeits trip guarantee as provided in Section 25.H.6., the pilot shall be placed in OTP automatically.

12. Substitution when in SMU status

- a. If a pilot becomes eligible for substitution on an SMU trip, and rejects SUB, the pilot shall not earn any credit hours for that trip, and shall revert to the pilot's original SMU status.
- b. If a pilot on an SMU trip forfeits trip guarantee as provided in Section 25.H.6., the pilot shall be eligible to make-up, as SMU, the value of the pilot's original

[trip guarantee minus the pilot's substitution guarantee.](#)

I. Custom Lines

1. A custom line shall be comprised of trips, R-days or a combination of trips and R-days. The Company may construct and assign a custom line to a pilot if:
 - a. the pilot is returning to line flying in a bid period for which the pilot was ineligible to bid (e.g., returning from a leave of absence); or
 - b. the pilot is returning to line flying after having been awarded a pay only line (e.g., completion of OE, extended sick leave); or
 - c. the pilot is removed from the pilot's line, or a portion thereof, due to anticipated absence and the pilot subsequently becomes available (e.g., training is delayed); or
 - d. the pilot is removed from a portion of the pilot's line due to conflict with the beginning of ITU training; or
 - e. the pilot is a new hire pilot in a bid period for which the pilot was ineligible to bid; or
 - f. the pilot becomes qualified after the bid award closed, and as a result, did not receive a line for flying (see Section 25.C.6.).
2. A custom line shall comply with the provisions of Section 25.D.1.b. and f.
3. The provisions of Section 25.I.2. shall be applied on a prorated basis as follows:
 - a. If a pilot is returning to line flying in a bid period for which the pilot was ineligible to bid, the maximum number of credit hours on the pilot's custom line shall be a prorated portion of the credit hour value of average BLG for the pilot's crew position, based on the number of days remaining in the bid period, rounded to the nearest whole number.

Example: Average BLG = 74 CH
10 of 28 days remain in bid period
 $(10 \div 28) \times 74 = \text{Maximum } 26 \text{ CH on custom line.}$
 - b. The number of credit hours on a custom line for a pilot who has been awarded a pay only line shall not exceed the pilot's pay only BLG/RLG, less credit received during the bid period.
 - i. A pilot returning from training shall be credited an R-day value for each day the pilot receives or shows for scheduled training other than OE, and the higher of SCH or ACH for OE trips. The number of days off on such pilot's pay only line shall be preserved when constructing the pilot's

- custom line. A day off during the pilot's training footprint shall be considered a day off when constructing the pilot's custom line.
- ii. The credit hours on a custom line assigned to a pilot returning from sick leave shall be credited to the pilot's sick leave account.
- c. A custom line assigned to a pilot who has been awarded a pay only line with carryover may include carryover CH in addition to the maximums established in Section 25.1.3.a. and b., subject to the following:
- i. the number of carryover credit hours on the custom line shall not exceed the credit hours allocated to the carryover portion of a trip on the pilot's pay only line; and
 - ii. the number of carryover R-days on a custom line shall not exceed the number of carryover work days on the pilot's pay only line.
- d. If a pilot is removed from the pilot's line, or a portion thereof, due to anticipated absence and the pilot subsequently becomes available (e.g., training is delayed), the number of credit hours on the pilot's custom line shall not exceed the credit hours removed due to the pilot's anticipated absence.
- e. The custom line for a pilot who has been removed from a portion of the pilot's line due to the beginning of ITU training, shall include a 48 hour duty free period immediately prior to the beginning of ITU training. Any trips on the pilot's awarded line not in conflict with the pilot's training or training buffer will be included on the pilot's custom line. The number of additional credit hours placed on such pilot's custom line shall be limited to the following:
- Trip(s) CH minus (R-day value times trip days in actual conflict with training) minus 12 CH training buffer.

4. Custom Line Assignment

A pilot eligible for custom line assignment shall contact Crew Resource Planning (CRP) no later than 72 hours prior to the anticipated eligibility for custom line assignment (e.g., return from LOA, OE, or beginning of ITU part of the way through a month). Such pilot shall have the ability to enter a line construction preference worksheet for the pilot's custom line at that time. The Company shall accommodate the pilot's preferences in accordance with seniority to the greatest extent practicable.

- a. The custom line for a pilot who was in training, shall not be constructed earlier than the pilot's completion of training. The pilot shall check VIPS for custom line assignment between 1000 and 1200 LBT after the pilot's legal rest period following the pilot's final OE trip.
- b. The custom line for a pilot who does not require training shall be constructed within 2 days of the pilot's anticipated return to line flying. The pilot shall check VIPS for custom line assignment prior to the pilot's anticipated return.

- c. A pilot eligible for custom line assignment shall not submit for any bid line adjustments (Section 25.L.), volunteer or draft trips for the period covered by the pilot's custom line until after the pilot receives such line.

J. Training Assignment

A pilot whose training requires aircraft line flying (e.g., OE, line check) and who is not currently assigned a trip that provides the required flying, may be assigned a trip(s) as provided in Section 25.G.1. (Open Time Assignments). Except during the first twelve hours after the monthly release of open time, instructors may also be assigned trips pursuant to this paragraph for the purpose of conducting training, in accordance with the following:

1. Prior to the end of the first twelve hours of open time release as described in Section 25.G.1. (for the bid period in which the trip in question begins), a trip may not be assigned to a Check Airman if it was on the bid line of a pilot more senior than the Check Airman, prior to becoming open.
2. This seniority restriction does not apply to:
 - a. Trips included in the construction of a Check Airman's secondary line pursuant to Section 25.D.2.; or
 - b. Trips assigned beyond the first twelve hours of open time release.

K. Advance Reserve Assignment

1. The Company may advance assign a reserve pilot in accordance with Section 25.G.1. (Open Time Assignments), only for the following purposes:
 - a. to satisfy FAR experience requirements for the least restrictive operating limitations (e.g., CAT II/III minimums, completion of consolidation requirements, combined crew experience in new equipment, etc.); or
 - b. to comply with visa acquisition procedures; or
 - c. to cover an open time trip that is more than 60 hours TAFB, in which case such assignment shall not be awarded greater than 7 days in advance; or
 - d. to cover an open base simulator support event (as provided in Section 25.L.15.), in which case such assignment shall not be awarded prior to the end of the first twelve hours of each bid period's open time release. Base simulator support events assigned pursuant to this paragraph (Section 25.K.) shall be on the same voluntary only basis (i.e., pass down option available, as provided in Section 25.M.6.d.), and the following shall apply:
 - i. an advance reserve assigned base simulator support event shall remain on the reserve pilot's schedule, with VIPS notification posted, for at least 12 hours before being removed (without leveling credit) for assignment to another pilot, unless Flight Training Scheduling notifies the pilot through other means (e.g., phone call); and

- ii. once notified of an advance reserve assigned base simulator support event, a reserve pilot shall exercise the pilot's pass down option within 15 minutes of notification, or else the pilot shall be deemed to have accepted the assignment.
2. A pilot may be advance assigned a trip only if the trip is scheduled to operate on the pilot's scheduled R-day(s). At the request of CRS, a pilot may agree to reschedule the pilot's R-day(s) so that the pilot can accept an advance reserve assignment.
3. A pilot shall not be removed from an advance reserve assignment except for the reasons stated in Section 25.H.2.a., H.2.c., H.2.f. through H.2.j., and 25.M.1.b. Upon notification of removal from an advance reserve assignment, a pilot shall return to reserve status for any of the pilot's originally scheduled block of R-days which remain after the pilot was notified of the pilot's removal.
4. A trip assigned in advance reserve status is not eligible for bid line adjustments as provided in Section 25.L., and is not eligible for substitution.
5. If an advance assignment is made in a future block of R-days, the pilot shall be released from R-days in that future block preceding the showtime of the advance assignment. A reserve pilot who is on R-days when an advance assignment is made shall remain responsible for any R-days remaining in the pilot's current block.
6. A pilot shall be credited toward leveling upon assignment as provided in Section 4.H.
7. A pilot given an advance reserve assignment shall not be given another assignment that conflicts with the advance reserve assignment.

L. Bid Line Adjustments

1. General
 - a. A pilot shall have the ability to submit for a bid line adjustment through VIPS at any time during the bid period.

- i. For the first 12 hours after the publication of open time, and from 0700 LBT through 0800 LBT each day:

A trip or standby that appears in open time shall remain in open time for 5 minutes, at which time all bid line adjustment submissions for that trip or standby shall be automatically and immediately processed (processing time may vary depending upon server load), unless a bid line adjustment is submitted using PMU, in which case it shall be automatically and immediately processed. For a single bid line adjustment involving multiple trips or standbys (e.g., picking up two trips), the BLA is not eligible to be awarded until the 5 minutes has expired for all trips or standbys in the single BLA.

Example 1: At 07:00 Trip A appears in open time. Pilot 1 submits a BLA using PNP at 07:02. At 07:05, the BLA will be automatically and immediately processed (Pilot 1 will be awarded the BLA).

Example 2: At 07:00 Trip A appears in open time. Pilot 1 (the first pilot to submit) submits a BLA using M/U at 07:02. Pilot 2 (the second pilot to submit) submits a BLA using M/U at 07:04. At 07:05, the BLAs will be automatically and immediately processed (Pilot 1 will be awarded the BLA).

Example 3: At 07:00 Trip A appears in open time. Pilot 1 submits a BLA using M/U at 07:02. Pilot 2 submits a BLA using PMU at 07:04. At 07:04, the BLAs will be automatically and immediately processed (Pilot 2 will be awarded the BLA).

Example 4: At 07:00 Trip A appears in open time. At 07:03, Trip B appears in open time. Pilot 1 submits a single BLA for both Trip A and Trip B using M/U at 07:04. At 7:08, the BLA will be automatically and immediately processed.

Example 5: At 07:00 Trip A appears in open time. At 07:03, Trip B appears in open time. Pilot 1 submits a single BLA for both Trip A and Trip B using M/U at 07:04. Pilot 2 submits for Trip A using M/U at 07:04:30. At 7:05, Pilot 2's BLA will be automatically and immediately processed (Pilot 2 will be awarded the BLA; Pilot 1's BLA will be denied).

- ii. For any time period not covered by Section 25.L.1.a.i. above, a bid line adjustment submission shall be automatically and immediately processed, regardless of status.
- iii. A bid line adjustment that does not involve a trip or standby in open time (e.g., R-day moves, trip drops, R-day drops, trades between pilots) shall be automatically and immediately processed.
- iv. Submissions for bid line adjustments shall be processed within each type of adjustment (e.g., PMU, make-up, open time trades, etc.) in the order in which they are received. CRS shall notify a pilot via VIPS that the pilot's submission has been accepted or denied and shall be reflected in open time. A pilot shall be responsible for determining whether the pilot's submission has been accepted or denied.
- v. The Company shall inform pilots of the time stamp for a trip or standby's appearance in open time, and whether, and to what extent, other pilots have already submitted bid line adjustments for a given activity (including the extent of already-submitted priority (PMU or PNP) submissions).

[Note: The parties recognize that the new Section 25.L.1.a. provisions are significant changes to existing technology, practices and experiences. As a result, the parties foresee that possible changes may be desired following implementation and the experience shared by both the pilots and the Company. To that end, changes shall be implemented only if agreed upon by the Company and the Association. The Association's approval shall be sought in a manner deemed appropriate by the Association's MEC.]

[Note: CRS will still need to manually review trades as specified as "at the Company's discretion" in Sections 25.L.9.a.ii, 25.L.9.b.ii, 25.L.9.c.ii, 25.L.10.b and 25.L.11.a.]

- b. Submissions for open time trips (e.g., PMU, make-up or trip trade), and submissions to drop a trip shall be submitted no later than 0900 LBT on the day before the first affected activity. Submissions to drop, trade or move an R-day(s) shall be submitted no later than 0900 LBT on the day before the first affected R-day(s). When submitted later than 0900 LBT on the applicable day, such submission may be processed at the Company's discretion.
- c. A bid line adjustment that would remove a pilot from a trip scheduled for a check ride is prohibited unless waived by the pilot's Fleet Captain.
- d. A bid line adjustment is prohibited if it would create a conflict with another scheduled activity (e.g., trip, R-day, training) or if the pilot making such would not be legal to operate another scheduled activity as a result of the bid line adjustment. For purposes of this paragraph, conflicts with R-days shall be determined as follows:
 - i. An R-day conflicts with an earlier assignment unless there are at least 12 hours prior to the start of the pilot's first RP, and no legality problems are caused by the previous assignment (e.g., 1 in 7).
 - ii. An R-day conflicts with a subsequent assignment unless there are at least 12 hours between the end of the pilot's R-day and the beginning of the scheduled assignment, and no legality problems are caused by the subsequent assignment (e.g., 1 in 7).
 - iii. An R-day conflicts with another R-day unless there are at least 12 hours between the consecutive RPs; however, consecutive R-days with the same RP do not create a conflict.
- e. A pilot shall not submit for an open time assignment that the pilot is not available to operate.
- f. The Company may limit bid line adjustments or other additional flying if it reasonably projects that the flying would cause a pilot to exceed FAR limitations.

- g. The Company shall not deny a pilot's bid line adjustment on the basis of projected non-currency for landings, provided that the showtime for any trip or standby added as a result of such bid line adjustment is at least 72 hours after the pilot's projected non-currency.
 - h. A pilot may not trade, proffer, or drop a trip assigned as VLT, DRF, AVA, CMU, PDO, [PMU](#), or RSV.
 - i. A pilot may not be assigned an activity that originates at a base other than the pilot's own, except in PDO status.
2. Maximum Allowable Open Time
- a. The Company may deny a pilot's submission for a bid line adjustment that would place a trip(s) into open time in excess of the Max Open. Max Open is defined as two reserves available for every open trip, as described in the Maximum Open Time LOA; provided, however, that the Company may employ a less restrictive formulation of Max Open in lieu of the formulation described in the Maximum Open Time LOA.
 - b. The Company may deny a pilot's submission for a bid line adjustment that involves the movement or drop of an R-day(s), if such would exceed the forecasted reserve requirement for that date and reserve period as determined by the Reserve Forecast modeling system.
 - c. [The Company may add base hotel standbys to open time to address reserve staffing shortfalls. In such cases, neither the Max Open Formula nor the Reserve Forecast will consider these base hotel standbys as:](#)
 - i. ["open trips" if unassigned; or](#)
 - ii. ["available reserves" if assigned.](#)
3. Dropping Trips and R-days
- a. A pilot shall have the ability to submit to drop a trip or R-day(s) without pay.
 - b. A pilot may not drop a trip or R-day that is scheduled in whole or in part on the following days (i.e. base days): New Year's Eve, New Year's Day, Thanksgiving Day, Christmas Eve or Christmas Day.
 - c. A pilot who drops a trip or R-day(s) shall be eligible for make-up.
 - d. Contingency Bid Line Adjustment

A pilot shall have the ability to submit a "contingency BLA" whereby the pilot specifies a trip(s) or R-day(s) to drop only if the pilot is able to pick up a specific trip(s). The pilot must have the applicable bank CHs sufficient to cover the trip(s) the pilot submits to pick up. The use of this provision shall be subject to the rules applicable to the bank used by the pilot for the trip(s) picked up.

4. Open Time Priority In Lieu of Substitution (OTP removal code, PMU add code)

A pilot in OTP (as described in Section 25.H.11.) may submit for assignment of trips from open time in accordance with the following:

- a. The pilot shall remain in OTP status until the close of the final bid period of pay protection as described in Section 4.N.1. (PMU Trip Pay).
- b. The pilot may submit for a specific trip(s) from available open time, but not for a trip which the pilot rejected as a substitution assignment. The submission shall be processed in the order received among other submissions in OTP status, but ahead of all other open time submissions [\(except as provided in Section 25.L.1.a. above\)](#). This priority is guaranteed only for PMU submissions made prior to 0900 LBT, at least 48 hours prior to the showtime of the identified trip.
- c. The pilot may submit through VIPS for CRS to list the pilot as available on a certain date(s) for PMU make-up assignment. That PMU make-up submission shall be processed in the order received among other make-up submissions in OTP status, but ahead of non-PMU make-up submissions. This priority is guaranteed only for PMU make-up submissions made prior to 0900 LBT on the day before the specific date for which PMU make-up is being submitted.
- d. The pilot is not eligible for a PMU assignment that exceeds the pilot's OTP eligibility by more than [67](#) CH.
- e. If a pilot does not make up all lost credit hours prior to the expiration of the pilot's OTP status, the remaining credit hours shall be available for normal make-up.
- f. An OTP pilot's eligibility for volunteer shall be governed by Section 25.H.8.
- g. If a pilot accepts a substitution assignment(s) the pilot is not eligible for OTP.

5. Priority Non-Premium (PNP)

A pilot shall have the ability to submit for a specific trip(s) or standby(s) from open time (as provided in Section 25.G.2.), to make up eligible PNP hours as follows:

- a. The pilot may submit for a specific trip(s) or standby(s) from available open time. The submission shall be processed in the order received among other submissions in PNP status, but ahead of all other open time submissions except PMU [\(except as provided in Section 25.L.1.a. above\)](#). This priority is guaranteed only for PNP submissions made prior to 0900 LBT, at least 48 hours prior to the showtime of the identified trip or standby.
- b. The pilot may submit through VIPS for CRS to list the pilot as available on a certain date(s) for PNP assignment. That PNP submission shall be processed in the order received among other PNP submissions in, but ahead of non-PNP and non-PMU submissions. This priority is guaranteed

only for PNP submissions made prior to 0900 LBT on the day before the specific date for which PNP is being submitted.

- c. The pilot is not eligible for a PNP assignment that exceeds the pilot's PNP eligibility by more than ~~6~~7 CH.
 - d. If a PNP trip is dropped as provided in Section 25.L.3.a., those CH revert to general make up (M/U).
6. Make-Up (M/U, CMU, SMU, MUS, MUV)
- a. Specific Submissions
 - ~~a.~~A pilot shall have the ability to submit for a specific trip(s) or standby(s) from open time (as provided in Section 25.G.2.) to make up eligible credit hours. These submissions, along with trip trades, will be processed in the order received: (except as provided in Section 25.L.1.a. above).
 - b. Non-Specific Submissions (Make Up List)
 - ~~b.~~A pilot may submit for an assignment (as provided in Section 25.G.2.) to make up eligible credit hours.
 - i. The pilot's submission shall include the date(s) the pilot is available for a trip or base standby.
 - ii. The pilot's submission may include limitations (e.g., no late call, west coast, weekend layover, no critical duty) or may designate a specific assignment, if available.
 - iii. The pilot's submission may be withdrawn or modified prior to assignment.
 - iv. If a pilot's make-up submission contains no limitation on the length of assignment, the pilot may be given any make-up assignment that does not conflict with a subsequent assignment on the pilot's line.
 - v. A pilot shall be responsible for any make-up assignment that complies with the pilot's submission.
 - vi. Unless previously notified of assignment, a pilot shall be available for notification of a make-up assignment beginning 1:30 hours prior to the day on which the pilot is submitting for that assignment or make prior arrangements for notification by mutual agreement with CRS. A pilot submitting for a make-up assignment shall be prepared to show in 1:30 hours unless specified otherwise in the pilot's submission. For a base whose shortest reserve report status is other than R-1.5, this paragraph's requirements shall match accordingly.

Example: In a base with an R-3 reserve report status, a pilot submitting for a make-up assignment shall be prepared to show in 3:00 hours unless specified otherwise in the pilot's submission.

- vii. Submissions for make-up shall be processed in the following order: CMU, [SMU](#), M/U, MUS, MUV and AFB.
 - c. [Reserved]
 - d. A make-up assignment shall be operated under a single pay code (e.g., one trip could not be half MUV and half MUS).
 - e. A pilot is not eligible for a make-up assignment that exceeds the pilot's make-up eligibility by more than [67](#) CH.
 - f. ~~[Reserved]~~ [If a SMU trip is dropped as provided in Section 25.L.3.a., those CH revert to general make up \(M/U\).](#)
 - g. A pilot entitled to make up an R-day(s) will have an R-day value added to the pilot's make-up eligibility for each R-day. The pilot shall make up that R-day(s) in accordance with Section 25.L.6.a. or b.
7. Association Fly Back (AFB)
- Submissions for AFB shall be administered as provided in Section 25.L.6.
8. Trading With Open Time
- a. A pilot shall have the ability to submit to trade the pilot's trip(s) for another trip(s) in open time. The net effect of any trade(s) in a bid period (including similar footprint trades, as described in Section 25.L.8.b.) may not increase the pilot's BLG, as published, by more than [4213](#) CH.
 - b. Similar Footprint Trades
- If the submission of a bid line adjustment to trade trip(s) or a series of trips would have otherwise been denied due to staffing metrics (e.g. insufficient reserves), such submission shall be accepted if:
- i. The trade is submitted no later than 72 hours before the showtime of the trip(s) being placed into open time; and
 - ii. The trip(s) in open time has a showtime:
 - (a) On the same local base day; and
 - (b) In the same reserve period as the original trip(s); and
 - (c) An equal to or greater TAFB than the original trip(s); and
 - iii. For a series of trips:
 - (a) The last trip must end no earlier than 4 hours prior to the end of the original trip(s); and
 - (b) The first trip in the series must have a showtime on the same local base day and within the same reserve period.
9. Trading Between Pilots by Mutual Consent

- a. Trading Trips
 - i. A pilot shall have the ability to submit to trade a trip(s) with another pilot. The pilot's submission shall state whether it is a credit hour swap or mutual PDO bump.
 - ii. Trades between pilots shall be submitted at least 2 hours prior to showtime of the first affected activity. Submissions after 0900 LBT on the day preceding the first affected activity shall be confirmed through VIPS. Submissions within 2 hours of showtime may be processed at the Company's discretion. ~~Should automatic trip trading become operational~~Upon implementation of 25.L.1.a., the Company shall process all trip trades submitted at least 1 hour before showtime of the first affected activity.
 - iii. A trip trade between pilots ~~may~~will be processed ~~when received, notwithstanding~~as provided in Section 25.L.1.a.
 - iv. A mutual bump shall be subject to the provisions of Section 25.L.11.

b. Trading Blocks of R-Days

- i. A pilot shall have the ability to submit to trade a full block of R-days with another pilot.
- ii. If the submitted trade would combine 2 or more blocks of R-days without an intervening day off on either pilot's schedule, the approval of that submission shall be at the discretion of CRS.
- iii. R-days assumed by a pilot as a result of a trade(s) shall be considered scheduled R-days for purposes of RLG credit and leveling.

c. Trading a Block of R-Days with Another Pilot's Trip(s)

- i. Pilots shall have the ability to submit to trade a full block of R-days and a trip(s).
- ii. If the trip(s) and the block of R-days, as traded, would not be preceded and followed by at least 1 day off, then the approval of that request shall be at the discretion of CRS.
- iii. That trade, if approved, shall be on a PDO basis. The pilot standing the traded R-days shall assume the leveling position of the pilot originally holding the R-days.

10. Trip Pick-Up From Another Pilot

- a. A pilot shall have the ability to pick-up a trip(s) from another pilot with the pilot's consent. If the submission meets all contract and legality parameters, the pilot originally assigned the trip shall be removed from the trip (without pay) and is not eligible for make-up. The pilot who picks-up the trip shall have trip guarantee for that trip.

- b. Submissions for a pick-up trip shall be submitted at least 2 hours prior to showtime. Submissions after 0900 LBT on the day preceding the trip shall be confirmed in VIPS. Submissions within 2 hours of showtime may be processed at the Company's discretion.
- c. Submissions for a trip pick-up ~~may~~will be processed ~~when received,~~ notwithstanding as provided in Section 25.L.1.a.

11. Per Diem Only Bumping (Non-Training)

- a. A pilot shall have the ability to bump another pilot from the pilot's trip with that pilot's consent, if the submission meets all contract and legality parameters. Submissions for PDO bumps shall be submitted at least 2 hours prior to showtime of the affected trip. Submissions after 0900 LBT on the day preceding the affected trip shall be confirmed through VIPS. Submissions within 2 hours of showtime may be processed at the Company's discretion. A pilot on R-days may submit to bump another pilot to satisfy pilot qualification requirements (e.g., consolidation, currency), and if such submission is approved, the bumped pilot is released and is not responsible for any R-days. A pilot may be bumped from the pilot's trip under this paragraph only if the pilot:
 - i. holds trip guarantee upon assignment for the trip to be bumped;
 - ii. holds the trip to be bumped in reserve status; or
 - iii. is bumped under Section 9.A.2.
- b. If bumped, the following shall apply:
 - i. The bumped pilot shall be removed from the trip and shall have no further responsibility for such trip.
 - ii. Unless the pilot held the trip in reserve status, the pilot shall earn trip guarantee.
 - iii. If the bumped pilot held the trip in reserve status, the pilot shall earn credit toward leveling and RLG, and shall return to the pilot's remaining reserve schedule, if any, following the footprint of the bumped trip.
 - iv. The pilot operating the trip shall earn per diem, international override and overage, if applicable. The pilot shall earn deviation credit for the trip, if applicable, except as provided in Section 9.A.2. (management bump).
 - v. If the pilot assigned the PDO trip is unable to operate that trip due to illness or injury, the scheduled trip guarantee shall be deducted from the pilot's sick leave account.
 - vi. [Reserved]

- vii. If a pilot assigned a PDO trip rejects a substitution trip, the credit hours for the PDO trip shall be deducted from the pilot's current BLG/RLG and the pilot shall be eligible for make-up.

12. Moving an R-Day(s)

A pilot shall have the ability to submit to move an R-day(s) within a bid period and that submission shall not be unreasonably denied.

13. Emergency Drop

- a. A pilot shall have the ability to submit to drop a trip(s) or R-day(s) due to personal emergency.
- b. An emergency drop shall be submitted to a pilot's Fleet Captain, or designee. The Fleet Captain, or designee, shall approve or deny the submission after consultation with CRS.
- c. A pilot who drops an activity due to personal emergency shall be eligible for make-up.
- d. A pilot may use the pilot's vacation in lieu of drop for personal emergencies.

14. Proffer and Acquire in Open Time

a. Proffer

A pilot shall have the ability to proffer a trip(s) in open time for pickup. The proffer shall designate whether the activity is:

- i. make-up eligible; or
- ii. a trip pick-up as provided in Section 25.L.10.

b. Acquiring a Proffer

- i. Provided the submission to acquire a proffer meets all contract and legality parameters, a pilot shall have the ability to acquire a proffered trip in open time:
 - (a) To make-up eligible credit hours (M/U, CMU, SMU, MUS, MUD, MUV); or
 - (b) As a trip pick-up.
- ii. Submissions to acquire a proffer shall be submitted at least 72 hours prior to showtime for the proffered trip, otherwise the proffering pilot shall retain that trip.
- iii. The pilot who proffered the trip shall be removed from the trip without pay.
- iv. If the proffer was designated "make-up eligible:"

- (a) The pilot who proffered the trip shall have the scheduled credit hours for the trip deposited into the pilot's general make-up bank; and
- (b) The pilot who acquired the trip shall have the scheduled credit hours for the trip debited from the pilot's designated make-up bank.

15. Base Simulator Support Events

A pilot shall have the ability to submit for a specific base simulator support event from open time in their base. Only the following events shall be available as base simulator support events for bid line adjustments, secondary lines, and reserve assignments:

- a. CQ training events (CLOE and CMV2 shall only be available as two linked events);
- b. Training events pursuant to Section 24, except for MV-1, MV, LOE-1, and LOE; and
- c. Requalification training events except for RMV-1, RMV, RLOE-1, and RLOE.

16. Open Trip Notification System

- a. A pilot shall have the ability to submit criteria to filter open time trips.
- b. A pilot may elect to receive a text message to a number specified by the pilot when a trip which meets the pilots criteria becomes available in open time.

M. Reserve

1. General

- a. A reserve pilot shall be scheduled to stand R-days only in the pilot's base.
- b. A reserve pilot shall not be given an assignment, including any assignment from a standby period. that is scheduled to terminate more than 2 hours into the pilot's day off.
- c. If a reserve assignment operationally extends more than 2 hours into a pilot's day off, the pilot shall accrue reserve overage (as described in Section 4.BB.8.b.), and shall have the ability to drop a subsequent R-day, if any, in the current bid period without pay. CRS shall make reasonable efforts to accommodate a pilot's request as to the subsequent R-day to be dropped. Such R-day shall be at the beginning or end of a block of R-days remaining on the pilot's line, unless the pilot agrees otherwise.
- d. Any activity (i.e., trip, base standby, or base simulator support event) assigned to a reserve pilot must have a showtime in the pilot's RP.

- e. A reserve pilot removed from a base simulator support event for any reason:
 - i. prior to the pilot's scheduled showtime, shall return to the pilot's reserve schedule; or
 - ii. at or after the pilot's scheduled showtime, shall be released for a minimum rest period of 12 hours or until the pilot's next RP, whichever is greater.
- f. A reserve pilot removed from a trip for the following reasons shall return to the pilot's reserve schedule:
 - i. trip canceled (Section 25.H.2.a.);
 - ii. trip revised to extend more than two hours into the pilot's day off, as provided in Section 25.M.1.b.;
 - iii. early show without notice (Section 25.H.2.c.);
 - iv. weather restrictions (Section 25.H.2.f.);
 - v. FAR or other governmental authority (Section 25.H.2.g.);
 - vi. Contract limitations (Section 25.H.2.h.);
 - vii. Operational conflict (Section 25.H.2.i.);
 - viii. Duplicate or other assignment error, as defined in Section 25.AA.1.
- g. A reserve pilot who departs the pilot's base to operate a non-augmented duty period shall be scheduled for release to a legal rest period not later than "NW + 16" (i.e., 16 hours after the start of the notification window applicable to the pilot's RP). This paragraph shall not apply:
 - i. to a pilot who is released for a legal rest period prior to the showtime of the pilot's reserve assignment;
 - ii. if the reserve pilot is assigned to a duty period consisting exclusively of deadhead; or
 - iii. if the pilot, by virtue of having been timely notified of the pilot's next assignment, serves neither the pilot's notification window nor any portion of the pilot's RP prior to showtime for the departing duty period, and that pilot has at least 8 hours free from duty prior to the next assignment's showtime.
- h. If a reserve pilot has met or exceeded the pilot's RLG, the pilot's remaining R-day(s) in the bid period shall be removed without pay consequence.
- i. If a new base is established, the Company shall meet and consult with the Association regarding the feasibility of R-1.5 status in light of reasonable commuting times in the area of the new base, and the possibility of providing

hotel rooms for pilots on R-1.5 in case commuting times are especially long or unpredictable.

- j. A reserve pilot released from availability or duty for 24 hours~~;~~ (e.g., 24 hour or greater layover during a trip, released for international buffer, or day off), is assumed to have received a release for 1-in-7. A reserve pilot, during a block of R-days, without an assignment must be notified prior to the beginning of any release that is to satisfy 1-in-7. An R-24 pilot who is released for a 1-in-7 will not be required to be available for notification during the pilot's 1-in-7 but will be responsible for an assignment placed in VIPS during that period, provided such [assignment's showtime is after the end of the 1-in-7 and that assignment is posted at least 24 hours prior to showtime](#).
- k. Upon release for a legal rest period at base from any assignment, a reserve pilot shall be given a minimum rest period of 10 hours prior to the beginning of any subsequent reserve availability or the showtime of any subsequent assignments.
- l. A reserve pilot shall not be hub turned through the pilot's base more than 4 times, during a single block of R-days, without the pilot's consent. This provision shall not apply to advance reserve assignments or pilots on first fly.

2. Reserve Periods (RP)

- a. Reserve periods may take any of the following forms:
 - i. Reserve Period A (RP-A) is a 12 hour period of time beginning at the start of the day.
 - ii. Reserve Period A+ (RP-A+) is a 12 hour period of time beginning 6 hours after the start of the day.
 - iii. Reserve Period B (RP-B) is a 12 hour period of time beginning 12 hours after the start of the day.
 - iv. Reserve Period B+ (RP-B+) is a 12 hour period of time beginning 18 hours after the start of the day.
 - v. Reserve Period 24 (RP-24) is a 24 hour period of time beginning at the start of the day.
- b. The following shall be published in the bid period package:
 - i. RP-24 lines (minimum as provided in Section 25.D.3.e.), and at least one of the following:
 - ii. Lines of RP-A, RP-A+, RP-B, or RP-B+.

3. Availability

a. Report Status

Reserve pilots shall have a report status of R-1.5, R-2, R-3₊, or R-24.

- i. Pilots on R-1.5 status must be given at least 1:30 hours notice prior to the showtime of any assignment. However, an R-1.5 pilot on a RP-A (or an RP-A+ if an Operational Emergency has been declared under Section 12.A.3.) may be given 1 hour notice prior to showtime if there is no airport standby pilot who could be given the assignment, and the pilot is given late call parking. For purposes of this Agreement, the parking lot in the Flight Operations areas in Anchorage is late call parking. Memphis, and any future bases, shall either have designated late call parking or this provision will not apply.
- ii. Pilots on R-2 status must be given at least 2 hours' notice prior to the showtime of any assignment.
- iii. Pilots on R-3 status must be given at least 3 hours' notice prior to the showtime of any assignment.
- iv. Pilots on R-1.5, R-2, or R-3 must be given at least 3 hours' notice prior to the showtime of a base simulator support event assignment.
- v. Pilots on R-24 status must be given at least 24 hours' notice prior to the showtime of any assignment, except:
 - (a) an R-24 pilot may be hub turned with less than 24 hours' notice; and
 - (b) if an R-24 pilot is performing an assignment, is on vacation, or has a 48 hour international duty free buffer during the pilot's first availability period, CRS may give the pilot a reserve assignment by placing the assignment in VIPS at least 24 hours prior to its scheduled showtime.
- vi. An R-24 pilot shall not have the pilot's RP changed to a non R-24 period (Section 25.M.3.d.).
- vii. If, due to a shortage of non R-24 pilots, an R-24 pilot is needed in the pilot's base for shorter notification, the Company may assign a pilot ~~may be assigned~~ once per bid period to base hotel standby for a block or a portion of a block of R-days. With the pilot's consent, the Company may assign additional base hotel standby assignments within the same bid period, and the pilot shall be paid 3 CH for each assignment in addition to all other compensation.
 - (a) Any assignment to base hotel standby will be for a minimum of two days and a maximum of four consecutive days and shall cover the RP for which there is a shortage.
 - (b) The pilot's originally scheduled R-24 base hotel standby trip may not be revised to include additional base hotel standby periods.
 - (c) If the Company assigns a trip to a pilot placed in base hotel standby under this provision, and the trip terminates after the conclusion of

the original hotel standby assignment, the pilot shall be deemed to have completed the hotel standby assignment and shall return to the pilot's original R-24 schedule.

- (d) Any assignment to base hotel standby shall be made in leveling order, as provided in Section 25.M.6. An R-24 pilot shall not be assigned to a base airport standby without first having been assigned to base hotel standby.

b. Assignment of Report Status

- i. The report status for all reserve pilots in a base shall be published in the bid period package. Except for R-24, pilots shall be scheduled for either R-1.5, R-2, or R-3 status for an entire RP block.
- ii. CRS shall notify a reserve pilot of any change in the pilot's report status. If a reserve pilot's report status is changed from R-3 to R-1.5, the pilot shall be provided a minimum of 1:30 hours notice of that change and shall be provided a hotel room.

c. Notification

A pilot shall be available for notification of an assignment throughout the pilot's notification window. During the pilot's notification window, a pilot shall either answer calls placed by CRS or return those calls within 15 minutes.

- i. A pilot's notification window shall begin:
 - (a) 1:30 hours prior to the pilot's RP for an R-1.5.
 - (b) 2 hours prior to the pilot's RP for an R-2.
 - (c) 3 hours prior to the pilot's RP for an R-3.
 - (d) 24 hours prior to the pilot's RP for an R-24.
- ii. A pilot's notification window shall end:
 - (a) 1:30 hours prior to the end of the pilot's RP for an R-1.5.
 - (b) 2 hours prior to the end of the pilot's RP for an R-2.
 - (c) 3 hours prior to the end of the pilot's RP for an R-3.
 - (d) 24 hours prior to the end of the pilot's RP for an R-24.

d. Change of [Reserve Period \(RP-Status\)](#)

CRS may change a pilot's RP (from or to A, A+, B, B+) consistent with the following. The change of a pilot's RP shall not interfere with the pilot's scheduled days off.

- i. CRS may change a pilot's RP ~~status~~ by providing notice and a duty free period of at least 18 hours, measured from the beginning of the pilot's

original RP or the pilot's new RP, whichever is earlier. A pilot may waive the 18 hour required notice.

- ii. From the point of the RP ~~status~~-change, all R-days remaining in that block shall have the same RP.
 - iii. If the change of a pilot's RP conflicts with a scheduled day off, the portion of the RP in conflict with the day off shall be removed with pay. If this occurs, a pilot shall receive 3 CH toward the pilot's leveling.
 - iv. CRS may assign a reserve pilot 2 trips on consecutive R-days with showtimes in different RPs if the pilot is assigned the second trip at least 18 hours prior to showtime of that trip and:
 - (a) the pilot remains on duty between the trips; or
 - (b) the pilot has a legal rest period of at least 10 hours between trips and the second trip contains a layover.
 - v. If a reserve pilot is assigned 2 reserve trips with showtimes in different RPs, the pilot's RP for the balance of the block of R-days shall be the RP applicable to the second trip, unless the pilot's RP subsequently is changed as provided in Section 25.M.3.d. (this paragraph).
 - vi. CRS shall notify a pilot of changes of the pilot's RP through VIPS.
 - vii. If a pilot's RP is changed, as provided in Section 25.M.3.d., the pilot shall receive 1:30 CH disruption pay in addition to RLG.
- e. Release Criteria and Provisions

An RP-A, A+, B, or B+ reserve pilot who is given an assignment in the pilot's next RP shall be released until the showtime of that assignment. An RP-24 reserve pilot who has been given an assignment shall be released until the showtime of that assignment. An R-24 pilot who has been assigned a trip shall not be assigned a second trip with a showtime prior to the showtime of the first trip (e.g., pilot assigned on day 1 for a trip with a showtime on day 5 shall not be assigned a trip on day 2 with a showtime on day 3). If the period between release and showtime is long enough to constitute an FAR legal rest period, that period shall be considered a legal rest period.

f. Post Duty Availability

A reserve pilot shall contact CRS at the completion of any assignment that terminates within the pilot's R-day. Such contact shall be within 30 minutes after block-in if the assignment was a trip or within 30 minutes after the conclusion of any other assignment (e.g., simulator).

- i. If a pilot, other than a pilot who has completed a base simulator support event, is not given another assignment for that duty period, the pilot shall be released for a minimum rest period of 10 hours;

- ii. A pilot who has completed a base simulator support event may not be given another assignment for that duty period, and shall be released for a minimum rest period of 12 hours.
- g. Reduced Availability Situations

A reserve pilot shall be available for assignment notification during the pilot's notification window, except as follows:

- i. CRS may release a reserve pilot for a specified period of time during a reserve period.
- ii. If a reserve pilot has been given an assignment, the pilot is not required to be available prior to showtime for that assignment in the RP in which that assignment is scheduled to begin.

4. First Fly

A reserve pilot shall have the ability to be assigned trips on a "first fly" basis for an R-day(s) by indicating a first fly election through VIPS no later than 0900 LBT one day prior to the beginning of the first R-day to which first fly will apply. A pilot's submission may include a submission for a specific activity or a general submission that includes limitations (e.g., west coast, weekend layover, no critical duty, specific layover(s) cities, front/mid/backend deadheads) regardless of the current availability of the activity. A pilot's election of first fly shall apply for the purposes of trip assignments only (not to base standbys or base simulator support events, although such pilot may be assigned to those in the normal, non-first fly assignment order). A pilot's first fly election shall be effective until withdrawn. A pilot may withdraw the pilot's first fly election, through VIPS, prior to 0900 LBT one day prior to the effective date of the withdrawal. Any first fly assignments already made shall remain assigned. A separate "first SIM" election shall be available for pilots through VIPS with the same parameters as a "first fly" election.

5. Reserve Leveling

- a. ~~a.~~ A reserve pilot's leveling position at the beginning of a bid period shall be zero.
- b. ~~b.~~ A reserve pilot shall accrue leveling credit as provided in Section 4.
- c. ~~c.~~ CRS shall maintain the following reserve assignment lists for each crew position:
 - i. ~~i.~~ RP-A
 - ii. ~~ii.~~ RP-A+
 - iii. ~~iii.~~ RP-B
 - iv. ~~iv.~~ RP-B+
 - v. ~~v.~~ RP-24
 - vi. For crew positions that have multiple Report Statuses for the same

Reserve Period (e.g., RP-A):

- (a) Pilots will be leveled according to their Report Status (e.g. a pilot on RP-A with a R-1.5 report status will be leveled separately from a pilot on RP-A with a R-3 report status).
 - (b) Pilots in the same Reserve Period with multiple Report Statuses shall be considered as one group (e.g., R-1.5 pilots will be counted together with R-3 pilots as a single group of available RP-A pilots) for the purpose of Reserve Forecast modeling and Max Open Time (e.g., Section 25.L.2. and N.4.a.).
- d. The reserve assignment lists shall be updated, and may be viewed by pilots in VIPS, as provided in Section 25.A.7.
 - e. Reserve assignments shall be made in order of reserve leveling except as provided otherwise in Section 25.K. (advance reserve assignment) and 25.M.6. (reserve open time assignments).
 - f. A pilot who completes training and has R-day(s) on the pilot's custom line shall begin the R-day(s) at zero leveling.
6. Reserve Assignment Options

Reserve assignments shall be made as follows:

- a. ~~a.~~ Trips and base standbys with 60 hours TAFB or less, and base simulator support events shall be assigned in leveling order as follows:
 - i. In seniority order among those who have selected First Fly; then
 - ii. ~~i.~~ The reserve pilot with the lowest leveling position within the RP and same report status (and sufficient R-days to perform the assignment) shall be assigned first (i.e., a pilot will not be skipped to optimize the use of another pilot's reserve days remaining).
 - iii. ~~ii.~~ If two or more pilots have the same leveling position, assignments shall be made in inverse seniority order.
 - iv. ~~iii.~~ A reserve pilot shall be given the reserve assignment with the highest credit hour value for which the pilot is legal at the time of assignment.
- b. Trips and base standbys in excess of 60 hours TAFB shall be assigned as follows:
 - i. Those who have selected First Fly will be given priority consideration in seniority order.
 - ii. ~~i.~~ Among those reserve pilots, in a given RP, whose availability duration (in R-days) most closely matches the duration of the assignment, the reserve pilot with the lowest leveling position shall be assigned first.
 - iii. ~~ii.~~ If two or more pilots have the same leveling position, assignments shall be made in inverse seniority order; ~~and.~~

iv. ~~iii.~~ A reserve pilot shall be given the reserve assignment with the highest credit hour value for which the pilot is legal at the time of assignment.

~~e.~~ ~~Notwithstanding Section 25.M.6.a. and b. (leveling order):~~

~~i.~~ ~~Reserves who elected the "first fly" option as provided in Section 25.M.4., shall be assigned in seniority order, prior to pilots who have not elected that option, until they have accrued 75% of RLG. A "first fly" reserve pilot who has met or exceeded 75% of RLG shall thereafter be assigned without regard to "first fly." The 75% limitation shall not apply to R-days that are part of a mini-RLG.~~

c. ~~ii.~~ The Company may assign a reserve outside of leveling order to satisfy FAR minimum block hour requirements following training for a new crew position, and pilot proficiency requirements. The pilot shall also have the ability to submit a PDO bump to satisfy such requirements, as provided in Section 25.L.11.a. Such submissions shall be granted if CRS determines that the pilot is not on target to meet proficiency or consolidation requirements and that the trip requested is an appropriate means of addressing that issue.

d. ~~d.~~ In the event that a reserve pilot is assigned a base simulator support event (as provided in Section 25.L.15.), in normal leveling (non-"first SIM") order, the pilot may elect to "pass down" that assignment to a pilot lower on the leveling list. If all eligible reserve pilots have elected to "pass down" a base simulator support event, such activity shall not be assigned to a reserve.

e. ~~e.~~ No reserve pilot shall be scheduled for more than one base simulator support event in a single duty period.

f. ~~f.~~ If a reserve pilot shows for the pilot's assignment (other than base simulator support) and is removed, the following shall apply:

i. the pilot may be assigned to another trip, assigned to a base airport standby, or released for a legal rest period.

ii. If the pilot is assigned a base airport standby, the pilot's duty period shall begin at showtime of the pilot's original reserve assignment, or the beginning of the base airport standby, whichever is earlier. If the pilot is not given an assignment during the standby period, the pilot shall be released until the pilot's next scheduled activity.

g. ~~g.~~ If a reserve pilot returns to base from a trip, and does not have another assignment in that duty period, the pilot may either be assigned to another trip that falls within the pilot's scheduled duty limits, or released for a legal rest period.

h. ~~h.~~ To facilitate reserve assignments, CRS may remove 1 R-day from the beginning or end of a subsequently scheduled block of R-days in the same bid period and add that day to the end of a reserve pilot's current

block of R-days in order to complete a reserve assignment. No more than 1 R-day per line, per bid period, may be moved without a pilot's approval. A reserve trip must begin on an originally scheduled R-day. A pilot subject to the provisions of this paragraph shall receive 3 CH disruption pay in addition to the pilot's RLG. This paragraph shall not apply unless the reserve assignment could not be assigned to an exact availability match, or to a reserve whose availability is one day greater than the assignment's duration (i.e., "best fit +1"), as provided in Section 25.M.6.b.iii.

- i. A reserve pilot may be offered an assignment scheduled to extend beyond the end of the pilot's block of R-days. The acceptance of such an assignment is at the pilot's option. If the pilot accepts the assignment, the portion of the trip that extended beyond the pilot's scheduled block of R-days shall be compensated as provided in Section 4.H.9. (150% calculated like carryover trip), and the pilot's responsibility for the pilot's remaining R-days on the pilot's reserve line shall continue. The Company shall provide a means for a pilot to declare to CRS the pilot's willingness to accept such an extension, in local base day increments.

N. Volunteer (VLT)

1. Volunteer Submissions

A pilot may submit for a VLT assignment through VIPS.

- a. A VLT submission shall include the date(s) the pilot is available for a VLT trip or base standby.
- b. A VLT submission shall have the ability to include limitations (e.g., no late call, west coast, weekend layover, no critical duty periods) or may designate a specific assignment, if available.
- c. A VLT submission may be withdrawn or modified prior to assignment.
- d. A pilot shall be available for notification of a VLT assignment beginning 1:30 hours prior to the day on which the pilot is submitting for a VLT assignment. A pilot submitting for a VLT assignment shall be prepared to show for an assignment in 1:30 hours unless specified otherwise in the pilot's VLT submission.
- e. If a pilot's VLT submission contains no limitation on the length of assignment, the pilot may be given any VLT assignment that does not conflict with a subsequent assignment on the pilot's line.
- f. A pilot shall be responsible for any VLT assignment that complies with the pilot's VLT submission.
- g. A pilot who holds a pay only line, except a pilot in ITU, may not accept a VLT trip or standby during that bid period.

2. Volunteer Assignment

VLT assignments shall be made during the open time assignment window provided in Section 25.G.3. as follows:

- a. VLT submissions prior to 0900 LBT shall be considered before those submitted after 0900 LBT.
- b. VLT assignments shall be made based on the number of VLT credit hours earned in the preceding 180 days. Pilots with the least number of VLT credit hours shall be assigned first. If two or more pilots have earned equal VLT credit hours, the most senior pilot shall be assigned first.
- c. A pilot's submission for VLT assignment on multiple days shall be effective unless withdrawn by the pilot.

Example:

A pilot submits for VLT on 4 consecutive days, and is assigned a VLT trip on days 1 and 2. The pilot remains eligible for VLT assignment(s) on days 3 and 4 unless the pilot changes the pilot's submission.

3. Volunteer Limitations

The following limitations apply to VLT assignments:

- a. A pilot shall not submit for a VLT assignment on a day(s) on which the pilot has dropped a trip, however, the pilot shall have the ability to fly a DRF trip.
- b. A pilot shall not be given a VLT assignment that conflicts with another scheduled activity (e.g., trip, R-day, training, vacation) or that the pilot is not available or legal to operate.
- c. The Company may limit a pilot's VLT flying if it anticipates that the pilot would exceed FAR or contract limitations for future scheduled duty.
- d. A pilot's eligibility for a VLT trip that operates during a portion of the pilot's substitution window shall be governed by Section 25.H.8.
- e. [Reserved]
- f. A VLT pilot is not eligible for substitution.
- g. When a VLT assignment is revised prior to block-out and does not meet the pilot's stated limitations in Section 25.N.1.a. and b., such VLT pilot shall be removed from the assignment and shall be compensated as provided in Section 4.Q.2.

4. Advance Volunteer Assignment (AVA)

The Company may advance assign a VLT trip prior to the open time assignment window subject to the following:

- a. AVA shall be available and assigned to all eligible pilots beginning 7 days prior to showtime for that assignment, based on the reserve forecast.

- b. A trip is eligible for AVA assignment ~~only if the trip has a showtime:~~
- i. except as provided in Section 25.N.4.b.ii. below, only if the trip has a showtime:
 - ~~(a) i-~~ between Thanksgiving Day and December 31; or
 - ~~(b) ii-~~ during a bid period in which the Company has requested voluntary vacation cancellations in the pilot's crew position; or
 - ~~(c) iii-~~ during a bid period in which the Company has involuntarily canceled a vacation in the pilot's crew position ~~;~~ or
 - ii. if the trip touches:
 - (a) New Year's Day
 - (b) Super Bowl Sunday
 - (c) Easter Sunday
 - (d) Memorial Day
 - (e) Independence Day
 - (f) Labor Day
 - (g) Halloween
 - (h) Thanksgiving Day
 - (i) Christmas Eve
 - (j) Christmas Day
 - (k) New Year's Eve

During the periods referenced above, all AVA submissions shall be deemed to be within the acceptable limits of the reserve forecast model and thereby approved.
- c. A pilot shall not submit for any AVA assignment on a day(s) formerly covered by a trip for which the pilot was scheduled and subsequently removed via bid line adjustment as provided in Sections 25.L.3.a. (Dropping Trips and R-days), L.3.d. (Contingency Bid Line Adjustment), and L.8. (Trading with Open Time).

O. Draft (DRF)

1. ~~CRS shall offer a DRF assignment in reverse seniority order to pilots who are legal and available for that assignment.~~ A pilot may elect to receive text message and/or crew notification solicitations for DRF assignments. The texts will be made to a number specified by the pilot.
2. ~~The first pilot offered a DRF assignment shall be the next pilot senior to the last pilot who accepted a DRF assignment.~~
2. If, at the time of the text solicitation, there are more than 4 hours until showtime of the available trip(s), pilots will have 15 minutes to respond to the solicitation. CRS will make the DRF assignment(s) among those pilots who responded during the 15 minute window who are legal and available for the assignment. The

assignment(s) shall be made based on the number of DRF credit hours earned in the preceding 180 days. Pilots with the least number of DRF credit hours shall be assigned first. If two or more pilots have earned equal DRF credit hours, the most senior pilot shall be assigned first.

3. ~~A pilot must accept or reject a DRF assignment at the time it is offered, and provided that it has been constructed and is available for viewing in VIPS.~~ If, at the time of the text solicitation, there are less than 4 hours until showtime of the available trip(s), CRS will process responses in the order they are received.
4. A pilot shall have the ability to fly DRF at any time during the pilot's time off (including during the time of a dropped trip or refused substitution).
5. A DRF pilot is not eligible for substitution.
6. When a DRF assignment is revised prior to block-out and would otherwise be eligible for substitution, such DRF pilot shall be removed from the assignment and shall be compensated as provided in Section 4.Q.2.

P. Management Assignment

If an open time trip cannot be assigned to a line pilot as provided in Section 25.G., except for substitution, that trip may be assigned to a management or supervisory pilot during the period of 9 hours prior to showtime for a domestic trip or 13 hours prior to showtime for an international trip.

Q. Base Replacement Assignment

1. The Company may remove a pilot from the pilot's assigned trip and assign the pilot as a base replacement to another trip when CRS determines that the assignment of that trip as provided in Section 25.G., would cause a departure delay.
2. When it is necessary to assign a base replacement trip, CRS shall identify the pilots in the applicable crew position who are appropriate for that assignment. If time permits, a base replacement trip shall be offered to those pilots in seniority order. If time does not permit, the assignment may be offered to one or more of those pilots in any order. A pilot may accept or reject a base replacement trip; provided, however, that when necessary, the Company may involuntarily assign that trip.
3. If a pilot's base replacement trip is canceled, the pilot shall be reassigned to the pilot's original trip, if available, and if not, the pilot shall be released.
4. If a reserve pilot is reassigned under the circumstances described in Section 25.Q.1., the pilot shall not be considered to be on a base replacement trip.

R. Field Emergency Assignment

1. The Company may offer a field emergency assignment to a pilot not currently on a trip to replace another pilot who is unable to complete the pilot's trip in progress, if that pilot cannot be replaced as provided in Section 25.G.
2. A pilot shall accept or reject a field emergency assignment at the time the assignment is offered.
3. A field emergency pilot shall be assigned a trip that is constructed in the following way. The trip shall:
 - a. originate at the pilot's base;
 - b. position the pilot to the aircraft's location;
 - c. operate the required flight(s); and
 - d. return to the pilot's base.
4. A field emergency pilot shall be provided the pilot's choice of business jumpseat or an appropriate class of deadhead travel, as provided in Section 8.A.3., to return to the pilot's original point of departure at the completion of the trip.

S. Trip Revision

1. The Company may revise a pilot's trip at any time in accordance with other provisions of this Agreement.
2. Trips in the following pay codes are eligible for disruption compensation: TRP, SON, SWP, SMU, M/U, MUV, MUD, MUS, PDO, PNP, AFB, PRO, RSV (for R-24 pilots), and CIA. If a pilot's eligible trip results in a disruption, the pilot shall receive disruption pay, as provided in Section 4.W., in addition to all other compensation for that trip. The pilot must operate the disruption in order to receive the corresponding pay.

a. Landing Disruption

A disruption(s) is created if a trip is revised such that the number of actual landings during the trip exceeds the number of landings scheduled when the trip was awarded/assigned. Each additional landing shall result in a separate disruption. For purposes of this paragraph, landings are counted if:

- i. the pilot was a member of an operating crew during the landing (i.e., not deadheading or jumpseating); and
- ii. the landing did not occur in any of the following circumstances:
 - (a) as the result of a diversion due to a maintenance problem on the aircraft the pilot was operating or weather that prevented the pilot from landing at the scheduled destination;
 - (b) during a standby sequence;

- (c) during a duty period that was paid as an extra duty period as provided in Section 4.Y.;
- (d) as the result of a deadhead at the beginning or end of a trip being revised to operate back to base. If this occurs, the first two landings resulting from that change shall not count toward the actual landing total; or
- (e) on a flight identified in the bid period package as a sweep flight. For purposes of this paragraph, no more than 10% of the flights in a particular bid period package (e.g., MD-11 MEM), may be designated as sweep flights.

b. Duty Period Disruption

A duty period is disrupted if one or more of the following events occurs:

- i. ~~i.~~ a trip was originally scheduled with one layover, and is rescheduled so that the trip has no layover (i.e., trip with one layover rescheduled to an out and back).
- ii. ~~ii.~~ a deadhead at the beginning or end of the trip is deleted (i.e., trip revised to operate out of base instead of deadhead or trip revised to operate to base instead of deadhead to base) on a trip that was originally scheduled with revenue flights.
- iii. ~~iii.~~ a standby of any length is added immediately prior to (and in the same duty period as) an originally scheduled deadhead at the beginning or end of a trip.
- iv. ~~iv.~~ a standby period is added to a duty period for reasons other than ~~maintenance or weather (e.g., snow, ice):~~
 - (a) maintenance on the pilot's specific flight (Section 12.A.8.b.) during that duty period; or
 - (b) weather (e.g., snow, ice) that occurs:
 - (1) within the pilot's duty period; and
 - (2) at the pilot's departure or destination city, or in the pilot's flight path.

c. Layover Changes

- i. A layover change disruption for a trip occurs ~~if more than half of the~~ when a layover cities are changed. A layover change is rescheduling as awarded/assigned is:
 - (a) a layover rescheduled to occur in a different city, as determined by the airport identifier, ~~except that the~~; or
 - (b) cancelled.
- ii. The following are not considered ~~changes of~~ a layover city change:

- (a) i. ~~Aa~~ change between hotels in the same location; or
- (b) ii. ~~Aa~~ change between cities that are determined by the SIG to be co-terminal (e.g., MIA, FLL); or
- (c) iii. ~~Cancellation~~cancellation of a layover ~~(e.g., for a~~ trip with one layover which becomes an out and back with no layover (this is a duty period disruption under Section 25.S.2.b.i); or
- (d) ~~), or~~ a multiple layover trip has fewer layovers due to returning to base ~~early~~more than 12 hours earlier than awarded/assigned.

~~The following formula is used for determining layover changes.~~

~~Determining whether more than 50% of the layovers have changed (for purposes of Section 25.S.) will be determined in accordance with the following methodology:~~

- ~~(a) y = number of scheduled layovers when the pairing was awarded/assigned to the pilot.~~
- ~~(b) x = number of scheduled layover locations that cannot be paired with actual layover locations (matching location only, not date or time).~~
- ~~(c) If the trip is shortened, layovers that were scheduled to occur after the actual end of the trip are counted as if they occurred as scheduled.~~
- ~~(d) Layovers that were scheduled to occur during a standby sequence are counted as if they occurred as scheduled, regardless of how the trip actually operates.~~
- ~~(e) If $x/y > 50%$, then a disruption occurs.~~

d. Crew Designation Disruption

A crew designation disruption occurs for each flight in which a pilot who was awarded/assigned a designation as a Standard Crew member is reassigned by the Company and operates as a Relief Pilot, or vice versa.

e. Out-and-Back Disruption

An out-and-back disruption occurs when a trip scheduled as an out-and-back (same duty departure and return to base), as awarded/assigned, actually operates as an out-and-back but not to the original outstation(s), as determined by the airport identifier.

f. Single Layover Disruption

A single layover disruption for a trip occurs if a domestic trip (including a Section 12.D.1.c.i. or ii. trip), as awarded/assigned, is scheduled for a single layover but actually operates as a domestic trip with a single layover to a different airport, as determined by the airport identifier.

g. Day to Critical Disruption

For trips originally scheduled entirely under Section 12.C. (Domestic Provisions), a day to critical disruption occurs if more than half of the original scheduled revenue duty periods in a trip began in the day duty period and did not touch the critical period, and more than half of the revenue duty periods in the trip, as operated, touch the critical duty period.

3. The Company shall make reasonable efforts to return a disrupted pilot to the pilot's original trip at the earliest opportunity.

Example: A hi-mins pull from IND hub turns will be returned at the earliest opportunity to the Captain's original flight sequence. International point to point flight sequences ordinarily will not be rebuilt, nor will a deadhead be inserted to return a pilot to the pilot's original trip.

T. FAR Extensions

If a pilot's duty period is extended beyond operational limits (as provided in Section 12.C.5. or 12.D.6.), by the Vice President, Flight Operations, or designee, or the pilot voluntarily extends beyond such limits as provided in Section 12.D.6.b.ii., such pilot shall receive FAR extension pay in addition to all other compensation as provided in Section 4.X. (FAR Extension Pay).

U. Bumping for Training

1. A pilot may be removed from the pilot's trip, or a portion thereof, for required training of another pilot. The pilot shall be notified of the pilot's removal as far in advance as possible, but not later than 15 hours prior to showtime. The pilot may waive such minimum notice.
2. If a pilot is bumped from the pilot's entire trip to facilitate the training of another pilot, the pilot shall be removed from the trip, shall have no further responsibility for that trip and shall earn trip guarantee. Any deadhead monies associated with the removed trip shall remain intact. If a pilot is bumped from a trip in a series of trips the pilot shall be entitled to a hotel room as an allowable deviation expense.
3. A pilot may be bumped from a portion of the pilot's trip to facilitate the training of another pilot, consistent with the following:
 - a. The pilot's original trip shall be revised to contain the portion of that trip for which the pilot is still required, based on standard trip construction practices; and
 - b. The pilot shall earn trip guarantee for the pilot's originally scheduled trip and shall earn per diem and international override, if any, for the revised trip.

Example: If a duty period(s) is normally constructed with an RFO (e.g., duty periods over 7:35 block hours) and a First Officer is bumped to facilitate OE training, the First Officer will be kept on the RFO leg(s), because the student must leave the controls when the LCA leaves the cockpit to rest.

V. Extra Duty Period

Trips in the following pay codes are eligible for extra duty period pay: TRP, SON, SWP, [SMU](#), M/U, MUV, MUD, MUS, PDO, PNP, AFB, [PRO](#), [RSV \(for R-24 pilots\)](#), and CIA. If the actual number of duty periods operated in a pilot's eligible trip exceeds the number of duty periods scheduled when the pilot was awarded the trip, the pilot shall be compensated extra duty period pay (3:30 CH at the pilot's normal pay rate for each additional duty period), in addition to all other compensation, as provided in Section 4.Y.

Extra duty periods shall be determined in accordance with the following methodology:

1. Pair scheduled duty periods with actual duty periods based on departure city and final arrival city in that duty period;
2. If all scheduled duty periods can be paired with actual duty periods using Section 25.V.1., then all unpaired duty periods are "extra duty periods;"
- [3. If a hotel standby exists between legal rest periods, and was not otherwise paired as above, it will be designated an extra duty period;](#)
- ~~4. 3.~~ If all scheduled duty periods cannot be paired with actual duty periods, the unpaired actual duty period with the longest actual duty is the first extra duty period. This process shall continue until the number of actual duty periods remaining equals the number of originally scheduled duty periods.

W. Special International Bid Award (SIBA) and Special Bid Award (SBA)

1. When regulatory constraints or operational considerations in a foreign location (e.g., availability of entry visas, training considerations), merit the maintenance of a limited number of qualified pilots dedicated to certain specified international flying, the Company may establish a SIBA in the Memphis pilot domicile from which to conduct that flying. When a SBA is established for certain specified flying entirely within the United States, it may only be for the purposes of FRMS study pairings, military charter, or as otherwise agreed to by the Company and the Association's MEC Chairman.
2. A SIBA/SBA shall be located at the Memphis pilot domicile and shall consist of the specified flying, constructed into regular, secondary, and reserve lines. SIBA/SBA lines of flying shall consist primarily of the specified flying; however, limited amounts of other flying may be used to ensure proper balance in line construction and pay parameters.
3. Pilots bidding for the SIBA/SBA must be current and qualified, have no weather qualification restrictions and hold the crew position in the Memphis pilot domicile designated by the Company for that specified flying. Bid awards to the SIBA/SBA shall be determined in seniority order based on the seniority of the pilots in the Memphis bid pack for the designated aircraft type. If a SIBA/SBA remains unfilled,

it may be assigned to the most junior qualified pilot holding the appropriate crew position. An inverse assignment shall be for the duration of the posted SIBA/SBA. A pilot shall not be inversely assigned to a SIBA/SBA more than once in any 14 month period unless all more senior pilots eligible to bid for the SIBA/SBA have also been inversely assigned to the SIBA/SBA. Inverse SIBA/SBA assignments shall not apply to FRMS study pairings.

4. Qualified pilots who are awarded SIBA/SBA shall be obligated to bid and fly in that SIBA/SBA for up to three consecutive bid periods. SIBA/SBA lines shall be awarded in seniority order among pilots in the SIBA/SBA.
 5. Any special training required for the SIBA/SBA flying, (e.g., ground school, line familiarization), shall be accomplished before or during the first trip of the first bid period associated with that SIBA/SBA, as scheduled by the Company.
 6. International override and per diem associated with a SIBA shall be paid in accordance with Sections 3 and 5, and shall accrue on a trip by trip basis.
 7. A pilot awarded a SIBA/SBA, who bids on and is awarded or assigned to another crew position, shall be released from the pilot's SIBA/SBA award during the bid period(s) in which the pilot's training for the new crew position occurs.
- X. Service in the Uniformed Services (Less than 31 Days)
1. The parties recognize that issues regarding the sharing of pilot resources between the Company and the various branches of the uniformed services are important concerns for both the Company and its pilots with service obligations. The parties pledge their mutual cooperation when dealing with periods of service and re-employment issues as they might affect both the Company and its pilots. The Company and Association's Military Affairs committee shall endeavor to work cooperatively to minimize and resolve issues involving pilots and their service in the uniformed services.
 2. The Company shall consult with the Association's Military Affairs committee prior to publication of Company guidelines concerning short-term periods of service.
 3. A pilot whose period of service conflicts with an already scheduled flight activity shall have those activities dropped without pay and eligible for make-up. B-plan contributions shall be made to the pilots for service period conflicts as if those hours were flown by the pilot.
 4. A pilot may use available vacation CHs to cover the scheduled CHs in conflict with the pilot's service, provided such use does not create a deficit in the pilot's vacation bank.
 5. Contract requirements and guidance pertaining to long-term periods of service (more than 30 days) are found in Section 13.D.

Y. Absence Due to Jury Service

1. When a pilot receives notice pertaining to jury service, the pilot shall notify the Pilot Administration Center (PAC) and provide the Company with a copy of that notice; ~~within 18 calendar days from the original notice of jury service (measured from the date of the jury summons).~~ as soon as reasonably practicable, but in no event later than 3 business days following the pilot acquiring knowledge of the notice.
2. Failure to provide the PAC with timely notice of jury service and with adequate documentation from the court establishing the beginning and end of the pilot's period of jury service shall render the pilot ineligible for pay protection.
3. A pilot whose call-in jury service (25.Y.6.b. below) is converted to in-person jury service (25.Y.6.a. below) shall promptly notify the PAC of this need to appear in-person, including all dates on which the pilot must appear.
4. A pilot who has been released from a period of jury service shall notify the PAC of such release within the next business day.
5. When warranted by operational needs (unless the jurisdiction precludes or limits deferrals/rescheduling) the Company may request of the appropriate authorities to defer or establish an alternate date(s) for a pilot's jury service. When the Company request occurs for jury service scheduled for the month of December, if the appropriate authority provides an alternate date(s) to the pilot that does not unreasonably conflict or interfere with the pilot's personal obligation(s), the pilot shall be required to make a good faith attempt to defer or establish an alternate date(s).
6. ~~3.~~ Jury service will be pay protected as follows:
 - a. For jury service in which the pilot's personal attendance at the courthouse or other juror assembly location is required ("in-person jury service"):
 - i. The Company shall pay a pilot 100% of the CH value of each scheduled trip or R-day removed as a result of a conflict with the pilot's period of in-person jury service, which period begins at the time the pilot is required to first attend court and ends upon the pilot's release from in-person jury service by the court.
 - ii. If a pilot is removed from a scheduled multiple day trip in conflict with the pilot's period of in-person jury service, the pilot shall be eligible for substitution for the portion of the trip not in conflict with in-person jury service. A pilot's substitution window shall not include the 18 hours immediately preceding or the 8 hours immediately following the pilot's period of in-person jury service.
 - iii. At the pilot's request, the Company shall drop a scheduled trip(s) that, while not in conflict with the pilot's period of in-person jury service (as defined above), either:

- (a) ends within 18 hours of the time the pilot is required to first attend court; or
- (b) begins within 18 hours of the time the pilot is released from in-person jury service.

For trips with an SCH of 12 CH or greater, the Company shall pay the pilot 6 CH for each such trip(s), with the remaining CH value of the trip(s) eligible for make-up.

- b. For jury service in which the pilot is required to call the court (or check in with the court through other means) to determine whether the pilot's personal attendance in the court room will be required in the future ("call-in jury service"):
 - i. The Company shall pay a pilot 50% of the CH value of each scheduled trip or R-day dropped as a result of a conflict with the period of call-in jury service, which period begins 18 hours prior to the time the pilot would potentially be required to attend court and ends as specified in the jury summons. The CH value of the dropped trip(s) or R-day(s) that is not jury service pay-protected will not be deducted from the pilot's pay until the paycheck issued on the 15th day of the third ensuing calendar month (e.g., in case of a January bid period trip drop, the pilot's April 15 paycheck will contain the 50% deduction). In the case of a dropped R-day, 50% of the CH value will be credited to the pilot's RLG and to the pilot's leveling.
 - ii. The remaining 50% of the CH value of each scheduled trip or R-day in conflict with the period of call-in jury service (as defined above) shall be eligible for make-up.
- c. Call-in jury service that becomes in-person jury service shall be treated in accordance with Section 25.Y.3.a.

~~4. When warranted by operational needs, the Company may request the appropriate authorities to defer or establish an alternate date(s) for a pilot's jury service.~~

Z. Bereavement Absence

1. In the event of a death in a pilot's immediate family (spouse, child, parent, sister, brother, father-in-law, mother-in-law, grandparent, or grandchild, including half and current step relations), the pilot, after notifying the Company of the decedent's name, address, relationship to the pilot, and date of death, shall receive bereavement absence with pay for a maximum of 3 consecutive days. The 3 days shall begin within 7 days after the date of death. Pay for bereavement absence shall be as provided in Section 4.I.8.c.
2. Upon request, a pilot based in an FDA location shall receive an additional two days of bereavement absence without pay for the purpose of travel.

3. A pilot may receive additional days for bereavement absence, with the approval of the pilot's Fleet Captain, by using available vacation, or by dropping trip(s)/R-day(s) eligible for make-up.

AA. Duplicate or Other Assignment Error

1. A duplicate or other assignment error occurs if:
 - a. a pilot is inadvertently not given an assignment to which the pilot was entitled; or
 - b. a pilot is notified of an assignment, through VIPS or contact with CRS, to which another pilot was entitled; or
 - c. multiple pilots are given the same assignment.
2. In case of a duplicate or other assignment error, the following shall apply to the pilot who should have been given the assignment:
 - a. If it is feasible, such pilot shall be given the assignment to which the pilot was entitled.
 - b. If the assignment is not given to the pilot who should have received it, (e.g., time constraints do not permit reassignment), the credit hours from the assignment shall be eligible for compensatory make-up.
 - c. If it is not possible to determine which pilot should have received the trip (e.g., time does not permit the necessary research), then the senior pilot shall be offered the choice of performing the assignment, or having the credit hours for the assignment deposited into the pilot's compensatory make-up bank.
3. In case of a duplicate or other assignment error, the following shall apply to the pilot, if any, who received the assignment in error.
 - a. If operational circumstances permit, such pilot shall be removed from the assignment and it shall be reassigned to the pilot who should have received the assignment, as provided in Section 25.AA.2.a.
 - b. If the pilot removed from the trip held trip guarantee for the trip, and received notice of the assignment, through VIPS or contact with CRS, the pilot shall be eligible for compensatory make-up for the credit hours removed due to assignment error.
 - c. If the pilot removed from the trip did not hold trip guarantee for the trip, the pilot's entitlement to showpay shall be determined in accordance with other provisions of this Agreement.

4. Substitution Election

Notwithstanding the above, if, as a result of a duplicate or other assignment error, a pilot is removed from a trip for which the pilot held trip guarantee, or does not receive an assignment for which the pilot would have held trip guarantee upon

assignment, the pilot may elect to be placed in substitution in lieu of having credit hours deposited into the pilot's compensatory make-up bank. Any such election must be made through direct contact with CRS when the pilot first learns of the error.

5. Limitations

- a. Section 25.AA. shall not apply to pilots in substitution or reserve status.
- b. Section 25.AA. shall be applied one time for each qualifying error. If a single assignment error results in several pilots receiving different trips than they would have received but for the error, the provisions of this paragraph only apply to the pilot who received the first trip in error, and the pilot who was denied the first trip due to the error.

6. Compensatory Make-Up

- a. A pilot shall have the ability to submit for a compensatory make-up assignment in the same manner as for regular make-up assignments, as provided in Section 25.L.6.
- b. A pilot is not eligible for a compensatory make-up assignment that exceeds the pilot's compensatory make-up eligibility by more than ~~6~~7 CH.
- c. Compensation for compensatory make-up shall be as provided in Section 4.Q.7.

BB. Scheduling Improvement Group (SIG)

A. Statement of Intent

The parties agree that the construction of the pairings and lines each month can immensely affect both the Company and the pilots. The purpose of the SIG is to provide, through joint participation and cooperation, a process that promotes, to the greatest extent possible, a reasonable balance between the following competing interests of both parties.

1. For the Company, the efficiency and productivity of the pairings impact operational safety, reliability, cost, and business competitiveness that are critical for proper system and operational coordination. The flight pairing and line construction must be managed and maintained within acceptable financial and operational limits.
2. For the pilots, flight pairings and lines represent an important factor in their work environment, including the promotion of a safe and effective flight operation. Pairings and lines also contribute, along with seat position, seniority and work effort to a pilot's income opportunities. A pilot's work schedule and the coordination of that work schedule with other flight, travel, and operational responsibilities can impact a pilot's ability to operate an aircraft safely.

B. Composition of SIG

The SIG shall consist of 4 members. The Company shall select two representatives, one of whom shall be a seniority holding member of Flight Management, and shall designate a SIG Chairman from the two representatives. The Association's two SIG members shall be the MEC Scheduling Committee Chairman and Vice-Chairman or other line pilots designated by the Association.

C. Responsibilities of the SIG

1. Oversee Monthly Pairing and Line Construction Process

a. Pairing Construction

The SIG shall ensure that the pairings and lines are constructed, through coordination of the PSIT with CRP specialists. The Crew Planning Department shall build the pairings. The SIG shall have oversight to ensure there is a mutually effective avenue for input into the pairing construction process between the PSIT and CRP Specialists.

i. Manage Pairing Generation

- (a) The SIG shall work with the Company to produce and develop the parameters that are input into the pairing generator. The Company and the SIG shall work jointly to utilize and manage pairing generation to produce safe, legal and reliable trips that are both flyable in terms of quality of life and cost effective. The Association SIG shall be provided with access to the Company fatigue modeling software for the purposes of evaluating domestic pairings.
- (b) If the Company develops or purchases software including new or different functions for use in pairing generation, the Company shall notify the Association SIG members in writing, at least 45 days prior to using such software in the pairing generation process. The Company shall take input from the Association SIG members regarding the application of such software. The Association SIG members may dispute new functions.
- (c) Upon request by the MEC Scheduling Chairman, the Company shall advise the Association SIG members of significant changes in the settings of existing functions that led to a particular solution.
- (d) Within 30 days of the effective date of the Agreement, the Company shall provide the Association SIG members with a list of each function used in pairing generation and a description of its purpose. Subsequently, this list shall be provided upon request of the MEC Scheduling Chairman.

ii. Pairings Conference Call

The pairings conference call shall provide the opportunity for PSIT and the Association SIG members' input of needed repair and design

changes. The MEC Scheduling Chairman will designate a lead PSIT member for each base (or at the election of the MEC Scheduling Chairman, each equipment type), who shall be the primary spokesperson for the pilot's subgroup on the conference call. The pairings conference call shall include:

- (a) the SIG members, or their designees;
- (b) the participating members of the PSIT and Reviewers, as designated by the MEC Scheduling Committee Chairman; and
- (c) appropriate Company employee(s) involved in pairing and line construction.

iii. Pairing Variety

The Company recognizes that having an assortment of pairing lengths (e.g., 1 day, 2 day, 3 day, 4 day, and longer pairings) facilitates trip trading and provides a variety of choice in regular lines. While pairing solutions inevitably change along with the business, the Company will ensure that, from the perspective of the overall FedEx Flight Operation, there is a selection of trip lengths available for pilots to bid and fly (e.g., some trip lengths may only be available in certain fleets and bases and not others, etc.).

b. Line Construction

The SIG shall manage the PSIT participation in the line construction and dispute process.

c. Evaluation Criteria

The SIG shall evaluate both pairings and lines with regard to their impact on safety (e.g., consideration of circadian rhythm disruptions, compounding effects of fatigue, etc.), reliability, reasonable crew desires, and cost effectiveness.

d. Bid Pack Production Timeline

Unless otherwise agreed by the MEC Scheduling Chairman and the SIG Chairman, or unless prevented by circumstances beyond the control of either party, the following timeline shall be observed for the construction of the bid period package. Target dates and "Not Later Than" (NLT) dates are measured from the target date for publication of the bid period package:

- i. The timeline for delivery of the preliminary pairings to the PSIT and reviewers shall be:
 - (a) Target: 13 days
 - (b) NLT: 11 days

- ii. The timeline for the pairings conference call shall be:
 - (a) Target: 8 days
 - (b) NLT: 7 days
- iii. The timeline for the delivery of the final pairings to the PSIT and reviewers
 - (a) Target: 6 days
 - (b) NLT: 4 days
- iv. The timeline for the publication of the bid period package shall be:
 - (a) Target Day 0
 - (b) NLT Day +1

e. Management of SIG Parameters

The SIG shall work to ensure that the collection of SIG parameters are effective in guiding pairing generation so that the automated solutions further the goals for the SIG process as outlined in Section 25.BB.A. To facilitate this process, there shall be two types of SIG parameters—hard parameters and soft parameters, both of which are applicable in the bid period package construction process.

- i. The Company must apply hard parameters in the bid pack construction process unless the Vice President, Flight Operations and the MEC Chairman agree otherwise in writing. Any such agreement may contain conditions and/or limitations, as mutually agreed between the V.P. and the MEC Chairman.
- ii. The Company may override a soft parameter(s), provided it gives at least 45 days written notice, prior to the delivery of the preliminary pairings, of its intent to do so and the reasons therefore. This notice shall be sent to the MEC Scheduling Chairman. The Association may dispute the Company's decision via the VP/MEC Chairman track for resolution of disputes as described in Section 25.BB.G. Other soft parameters may be added by agreement of the Association and the Company.

2. Manage the Pilot Scheduling Improvement Team (PSIT)

a. Composition of PSIT

A primary PSIT member participates directly in the bid period build process and is compensated as such in any given bid period. A back-up PSIT member is a fully trained member assisting the primary(s) in a given bid period through trip review and conference call participation. The roles are rotational and are scheduled by the MEC Scheduling Committee chairman.

PSIT members shall be line pilots selected by the Association with the consent of the Company, which shall not be unreasonably withheld.

b. Number of PSIT members

The number of primary PSIT members per base shall be predicated on the crew position with the most lines and on the line count for three consecutive bid periods. There shall be:

- i. 1 primary PSIT member if the number of lines is 100 or less;
- ii. 2 primary PSIT members if the number of lines is between 101 and 350;
- iii. An additional primary PSIT member for each increment of 250 lines (e.g., the third PSIT member is added at 351 lines, the fourth is added at 600 lines, etc.); and
- iv. There shall be one back-up PSIT member for each base, which shall be increased by one for each 300 lines, measured in the same manner as for primary PSIT members.

Example: Suppose there are 280 Captain lines in the Memphis MD-11 base and 320 First Officer lines in that base. The number of back-up PSIT members is 2, since the number of lines is more than 300. When the number of MEM 11 F/O lines reaches 351 for three consecutive bid periods, the number of primary PSIT members assigned to the MEM 11 base shall increase to 3.

c. Duties of PSIT

- i. The PSIT shall report to the SIG and shall perform its duties consistent with the goals outlined for the SIG/PSIT process, as set forth in Section 25.BB.A.
- ii. The PSIT shall participate each bid period in the conference call and other joint meetings called to provide constructive input into trip and line construction. Such input shall include, but not be limited to, pilot fatigue issues, weather anomalies, factors which cause variations in actual versus scheduled duty times, air traffic control delays, and other operational considerations related to the flight schedule.
- iii. The PSIT shall provide the SIG and flight management with constructive feedback received from line pilots with regard to trips and lines for the purpose of performing the functions within the purview of the SIG/PSIT.

3. Coordinate Cross Divisional Cooperation in Schedule Construction

a. Scope of Required Coordination

The construction of the monthly flight schedule is influenced by numerous groups within the Company. Promoting the closest practical coordination between the core groups responsible for the final airline schedule is essential

to accomplishing the goals stated in Section 25.BB.A. The groups most directly involved in affecting the published flight schedule are: Global Network Planning, Crew Resource Planning, Flight Management, GOC, CRS; Aircraft Acquisitions, Charter Operations, and Flight Safety.

b. Quarterly Cross-Sectional Meeting

- i. To facilitate cooperation between these different areas of the Company which impact pilot schedule construction, and to promote a greater level of mutual understanding, unless otherwise agreed by the MEC Scheduling Chairman and the SIG Chairman, the parties shall meet each calendar quarter with designated representatives from each of the above areas to review, discuss, and share information in an attempt to foster a better understanding of the problems faced by both the Company and the pilots. The SIG Chairman will conduct the meeting. To the greatest extent possible, this group will mutually resolve concerns about flight schedules. At this quarterly meeting, the parties shall also discuss any upcoming changes that are likely to impact the future quarter's flight schedules, so that problems and disruptions accompanying the changes in constructing future flight schedules can be anticipated and minimized.
- ii. Unless otherwise agreed by the MEC Scheduling Chairman and the SIG Chairman all SIG members shall attend and participate in the quarterly cross sectional meetings and shall work together to recommend jointly to flight management ways in which future schedules can be improved or adjusted. Recommendations to Flight Management shall be in writing and approved by all members of the SIG.

4. Participate in Development of New Software/Hardware

The SIG shall have regular input into the process of purchasing or developing any new software or hardware that will be used to construct pairings and/or lines. Additionally, if the Company modifies computer systems that pilots use to interface with CRS or CRP (e.g., display of reserve leveling lists, display of open time, input screens, etc.), the SIG shall have input into such modifications.

5. Communications

General communications to the crew force about the SIG activities and its accomplishments shall be mutually agreed to and jointly reviewed by the Company and the Association before publication, with appropriate consideration for confidentiality.

6. Provide SIG Input and Feedback on Ancillary Issues

The MEC Scheduling Chairman shall have the ability to provide input into the percentage of credit hours left in open time to facilitate trip trading, and into the process for constructing reserve and secondary lines. The MEC Scheduling

Chairman shall also have the ability to provide feedback regarding any revisions or the creation of flying outside the bid period package process.

7. Staffing Consultation

The Association SIG shall be consulted regarding the staffing for each crew position, for the purposes of Section 25.E.5., and shall be provided that determination monthly with the distribution of the monthly Final Pairings.

8. Known Reserve Days (Section 25.A.4.)

- a. Prior to the release of each bid period package, CRP shall provide the Association SIG the following for each crew position:
 - i. The planned number of reserve days; and
 - ii. RP and block size distributions of those reserve days not built into published reserve lines, which shall be representative of the RP distribution of the published reserve lines.
- b. At the beginning of the Build Week (SIG In-Brief), for each crew position, the SIG shall be provided the previous bid period's actual total reserve coverage (i.e., total reserve coverage after secondary line construction). If the actual total reserve coverage for a crew position exceeds the planned coverage for two consecutive bid periods, the SIG shall adjust the planned number of reserve days accordingly for the following bid period.

D. Access to Information and Confidentiality

1. Flight Operations Plans and Analysis shall provide all members of the SIG such information in the Company's possession, as mutually agreed between the Company and the SIG, which is necessary to perform the SIG's tasks. At a minimum, this information will include the following data in a mutually agreed upon format:
 - a. A daily report of all trips that exceeded the operational on-duty or block limits, including trip number(s) and the reasons for the extension(s).
 - b. A bid period report of all trips that exceeded the scheduled on-duty or block limitations, including, at a minimum, the trip numbers.
 - c. A bid period report that identifies trips flown by number, frequency of occurrence, CH value and assignment code. This information shall be available only on Company property unless otherwise agreed by the Vice President, Flight Operations or designee.
 - d. Sick leave utilization by crew position, for each bid period.
 - e. Reserve utilization by reserve period type, by crew position, for each bid period.
 - f. Volunteer and Draft incidence by crew position, for each bid period.

- g. Actual block hours by crew position, for each bid period.
 - h. Actual credit hours by crew position, for each bid period.
 - i. Block hour distribution by crew position, for each bid period.
 - j. All revisions of specific trips, made viewable by Association SIG members
 - k. A report, by occurrence, detailing the reason for and the frequency of business necessity deadheads on a Company aircraft, chartered jet carrier, Company corporate business jet aircraft or on a scheduled U.S. certificated air carrier operating under FAR Part 135. All members of the SIG shall be notified of the reasons for any action by the end of the next business day.
2. The SIG, PSIT, and reviewers recognize that they may be entrusted with information not generally made available to line pilots, or to the public, that constitutes confidential information, in which the Company has a significant and valuable proprietary interest. This information shall be kept confidential and shall not be published nor shall it be distributed outside the Company to any third party for any purpose, without the express written permission of the V.P. of Flight, nor shall it be used for any purpose other than to meet SIG responsibilities outlined in this Section.
- E. Initial Resolution of Scheduling Disputes – System Chief Pilot and Fatigue Risk Management Group (FRMG) Tracks

The SIG may formally dispute particular pairings in accordance with the following processes that are inconsistent with the goals and purposes established elsewhere in this Agreement, the Company's Fatigue Risk Management Plan (FRMP), and/or the Fatigue Risk Management System (FRMS) (as administered by the Company's FRMG). In no case shall disputes made under the provisions of this Section cause a delay in the publication of the monthly bid package.

Intent: The language regarding not creating a delay in bid pack publication is not meant to allow a "fix it next month" mentality. The process is intended to be as expedited as possible, but it will not be permitted to jeopardize the timely publication of bid packs.

1. The SIG may use the pairing dispute procedures described in this paragraph only to dispute new pairings. A "new" pairing is one which is materially different from the way the pairing was constructed in the three previous bid periods. A pairing is not new if it has been built and flown materially the same way without challenge for three consecutive bid periods after 5/31/1999. A change in a deadhead carrier or service provider (e.g., change from Delta to United or from Super Shuttle to Argenbright) shall not, by itself, constitute a material change unless such deadhead change eliminates a layover or occurs mid-pairing.
2. The SIG shall provide a written list of all disputed pairings prior to the monthly conference call/meeting and shall identify each disputed pairing and the reasons why it is unacceptable during that conference call. The Company may agree to

rebuild the pairing to alleviate the concerns expressed by the SIG. The SIG may withdraw a dispute after discussion during the conference call/meeting. If, between the pairings conference call and the issuance of the final pairings, a new pairing design is built for inclusion in the bid period package, the SIG shall have the ability to dispute such new design as if it had been part of the preliminary pairing solution.

Intent: Disputed pairings shall be corrected in the current month to the maximum extent possible without delaying the process.

3. If there are pairings that remain disputed after the conference call/meeting, the SIG shall meet and attempt to resolve the pairings still in dispute. If all such disputes are not resolved by the SIG, the SIG shall select the appropriate dispute resolution track (i.e., System Chief Pilot track or FRMG track) based on the underlying rationale of the dispute.
4. System Chief Pilot Track
 - a. The SIG shall present the System Chief Pilot (SCP), or designee, with the written rationale explaining why each pairing should be changed.
 - b. The SCP or designee shall review each disputed pairing and may direct that the pairing be rebuilt to the SIG's satisfaction. The SIG may withdraw the dispute after the meeting with the SCP or designee.
 - c. If there are pairings that remain disputed after meeting with the SCP, or designee, the following process shall apply to each bid period package which contains disputed pairings for the immediately upcoming bid period only:
 - i. If the number of remaining disputed pairings in a particular bid period package does not exceed 5% of the total number of pairings in that bid period package, the disputed pairings shall not be included on bid lines without SIG approval. Such pairings shall appear in open time and shall be available for ordinary open time assignment, or for placement on a secondary or custom line if specifically requested by a pilot holding such line.
 - ii. If the number of remaining disputed pairings in a particular bid period package exceeds 5% of the total number of pairings in that bid period package, the SIG shall choose the pairings which shall be placed in open time as described in Section 25.BB.E.4.c.i. (i.e., up to 5% of the total number of pairings in the bid period package). The remaining disputed pairings may be built into bid lines.
 - iii. When calculating the 5% referenced in Sections 25.BB.E.4.c.i. and ii., a bid period package with pairings that are not identical in all seat positions shall be treated as separate bid period packages for each seat position. If a particular flight sequence which is the cause of a dispute appears in

several pairings, those pairings shall count as one pairing for purposes of the 5%.

5. FRMG Track (Fatigue-Related Disputes Only)

- a. If the only underlying rationale for the dispute is based on a fatigue-related concern, the dispute must follow the FRMG track.
- b. The SIG shall transmit to the FERC the written rationale explaining why each pairing should be changed.
- c. The FERC shall analyze the pairing for its impact on pilot alertness. At a minimum this will include the fatigue model output of the Company and Association's fatigue modeling software.
 - i. The FERC shall attempt to reach consensus on a recommendation to:
 - (a) Have the pairing rebuilt; or
 - (b) Perform data collection on the pairing.
 - ii. In the absence of consensus the pairing will immediately be referred to the DCSC for evaluation. The DCSC shall make a recommendation to:
 - (a) Have the pairing rebuilt; or
 - (b) Perform data collection on the pairing.
 - iii. In the absence of DCSC consensus the pairing shall be referred to the dispute track chosen by the Association MEC Scheduling Chairman.
- d. Should the FERC's/DCSC's recommendation be to perform data collection, then:
 - i. All fatigue report data gathered on the pairing shall be promptly reviewed and analyzed by the Fatigue Event Review Committee (FERC) and transmitted to the FRMG for review and consideration;
 - ii. The pairing shall be included in the Data Collection Steering Committee's human performance/alertness data collection and analysis efforts;
 - iii. The parties may solicit feedback from pilots operating the pairing only by operation of the Collection of Human Performance/Alertness Data MOU, the Company's FRMP, or Section 12.A.9.; and
 - iv. The pairing shall be studied as a Category 3 pairing as defined in Section 12.A.10.

[Note: Both parties agree not to intentionally characterize such pairings in a way that compromises the scientific validity of data gathered on such pairings until the dispute is finally resolved.]

- e. At its next regularly scheduled meeting, the FRMG shall review the pairing presented to it by the SIG (including the underlying rationale for the dispute), the data and analysis of the FERC (if any) on the pairing, and the human performance/alertness data collected from pilots operating the pairing since initiation of the FRMG track. To the extent that preliminary or final analyses of those human performance/alertness data are available, those analyses shall also be presented to the FRMG. The SIG may withdraw the dispute after presentation to the FRMG.
 - f. During the FRMG's review of the pairing, the FRMG's focus shall be on whether the pairing under review is consistent with the goals of the Company's FRMP and/or FRMS and shall consider only whether the pairing under review is constructed with appropriate consideration of cumulative and transient fatigue. After completing its review, the FRMG may either:
 - i. Approve the pairing as designed by the Company;
 - ii. Direct that the pairing be rebuilt; or
 - iii. Conduct an enhanced review of the pairing.
 - g. If the FRMG decides to conduct an enhanced review of the pairing, the enhanced review period (ERP) shall be 3 bid periods in duration. The FRMG may consider revision of the pairing at any time during the ERP. At the end of the ERP, the FRMG may extend the ERP up to an additional 3 bid periods.
 - h. In addition to any human performance/alertness data and fatigue report data gathered from pilots operating the pairing during the FRMG's review, the FRMG shall also consider the manner in which the pairing is assigned (e.g., BLA, reserve, standby, etc.), the relative seniority of pilots assigned to the pairing, the turnover of each pairing (e.g., dropped, sick, etc.), and the operational history of the pairing (e.g., operational revisions, extensions, etc.).
 - i. During the FRMG review process, the members of the FRMG shall attempt to reach consensus. If the members of the FRMG reach consensus, that decision shall be final. If the members of the FRMG are unable to reach consensus on an issue, the matter shall be jointly presented to the Vice President, Flight Operations within 5 business days of the FRMG meeting. The Vice President shall render a written decision within 5 business days of the presentation of the matter. The Vice President shall send copies of the decision to the members of the FRMG. If the Association disagrees with the decision, it may appeal the matter to the Senior Vice President of Flight Operations, whose decision shall be final.
6. If a pairing routinely goes into operational limits that pairing shall be rebuilt.
 7. If the Association SIG members elect to pursue the dispute further they shall choose between the mutually exclusive processes described in Section 25.BB.F. and G. If the Association SIG members do not choose a dispute track after having

disputed a pairing for four bid periods, the SIG Chairman may initiate the SIG Neutral track.

F. Final Resolution of Scheduling Disputes: SIG Neutral Track

If the Association SIG members elect to pursue the SIG neutral track, the following procedure shall apply.

1. Upon written request by the chairman of the SIG, the SCP shall convene a Scheduling Dispute Board. The board shall be composed of the SCP, the MEC Chairman, one Company SIG representative and one Association SIG representative.
 - a. The board shall meet within 5 calendar days to review appropriate data, including the flying history of the disputed pairing(s), at issue and discuss reasonable options on how the disputed pairing can be reconfigured in light of the operational requirements. Both sides shall use their best efforts to resolve the problem.
 - b. If the disputed pairing can be reconstructed, rebuilt or combined into another pairing so that the overall cost of the pairing is the same or essentially the same as prior to the reconstruction and the change does not compromise system form or reliability, then the pairing shall be changed accordingly.
 - c. Additionally, if on a recurring basis, a pairing, disputed or not, appears in open time and is routinely avoided by pilots trip trading or eligible for make-up, OTP, etc., and therefore must be assigned to a reserve pilot, the above procedure shall apply, unless the Association elects to pursue the VP/MEC Chairman track instead.
2. If a schedule construction issue(s) or pairing dispute(s) is not solved in the SIG, the quarterly meeting, or at the Scheduling Dispute Board levels, the ALPA SIG may choose to submit the dispute to an independent neutral mutually selected by both parties. The neutral shall gather facts, report findings and within 14 calendar days offer a recommendation to the Senior V.P. of Flight Operations. The neutral may recommend the course of action that the neutral finds which balances the competing needs and interests of both parties. The cost of the neutral shall be borne equally by both the Company and the Association.
3. The Senior V.P. of Flight Operations shall review the findings of the neutral within 7 business days and issue a final decision concerning the matter. That decision shall be final and shall be sent to the neutral, the V.P. Flight Ops, and the members of the SIG.

G. Final Resolution of Scheduling Disputes: VP/MEC Chairman Track

The MEC Chairman may elect to notify the Vice President, Flight Operations that the MEC Chairman is invoking the VP/MEC Chairman track regarding a particular SIG dispute. The notification shall be in writing and shall state the unresolved concerns/problems and the Association's position. Upon receipt, the Vice President,

Flight Operations shall promptly have the stated unresolved concerns/problems investigated, including a review of the process undertaken thus far regarding the dispute. After at least one bid period of flying data is gathered on the disputed pairing, the Vice President, Flight Operations shall meet with the MEC Chairman at a mutually acceptable date and time to review the results of the investigation and discuss options for dealing with the unresolved concerns/problems. Following the meeting, the Vice President, Flight Operations shall advise the MEC Chairman in writing of what actions, if any, the Company shall take to address the presented concerns.

H. Removal and Compensation of Association Members of SIG and PSIT

1. Removal

- a. The Association members of the SIG shall be removed from flying at the Association's notification as provided in Section 18.A.2.a.
- b. PSIT members shall be removed from flying as provided in Section 18.A.2.b., provided such members are not requesting removal of an activity over a designated corporate holiday. Requests for removal over a holiday shall be processed as provided in Section 18.A.3., unless the build week conflicts with a corporate holiday in which case the removals shall be processed as provided in Section 18.A.2.b.

2. Compensation

a. SIG members

The Association SIG members shall receive compensation and benefits as provided in Section 18.

b. PSIT members

The primary members participating in a build month shall be compensated by the Company by being removed from scheduled activities with a standard value of 30 CH (12 CH for any FDA with fewer than 35 lines, 18 CH for any FDA with 35 to 55 lines, and 30 CH for any FDA with 55 or more lines) at the discretion of the SIG for each month that the pilot is designated to complete the pairings/line construction cycle for the pilot's designated aircraft. Any additional credit hour value shall be reimbursed by the Association in accordance with Section 18, or the pilot shall be eligible to make up the difference. The Association shall notify the Company whether the excess credit hours are to be removed for Association business or dropped eligible for make-up. If a PSIT member is assigned to work additional days, the pilot shall be removed from scheduled activities with a value of 6 CH for each additional work day (or portion thereof), and the pilot shall be eligible to make up the difference between credit hours removed and credit hours earned for PSIT activities. PSIT members shall be entitled to OTP status for any make-up entitlement arising from this paragraph.

I. Resignation

A SIG or PSIT member may resign with notice of at least one full bid period.

J. General

1. Office Space for PSIT Members

The Company shall provide a closed office space large enough to accommodate the entire PSIT at separate work stations with all supporting equipment that facilitates the line build process.

2. SIG/PSIT Travel and Expenses

a. The MEC Scheduling Committee Chairman will provide the Company a list of the PSIT and Association SIG participants that will be building bid period packages for the following bid period. Except for PSIT members assigned to an FDA, the Company shall provide a commercial airline ticket to the SIG/PSIT members to or from Memphis for the build week and other mutually agreed SIG/PSIT work. The Association SIG/PSIT members shall have the ability to utilize their deviation banks and/or business jumpseats (or equivalent jumpseat status) to travel to or from Memphis for such activities.

b. The Company shall reimburse an Association member of the SIG or PSIT, consistent with Company policy and subject to approval by the SIG Chairman, for reasonable expenses related to such member's SIG/PSIT duties, including, but not limited to, hotels, telephone calls, high speed internet access, transportation (car rental), and meals.

3. Reviewers

The MEC Scheduling Chairman shall have the ability to utilize designated pilots to review the preliminary and final pairings. Unless otherwise agreed by the MEC Scheduling Chairman and the SIG Chairman, the number of reviewers shall be limited to 5 per base.

4. Training of SIG/PSIT Members

The Company shall reimburse pilots for training required to be a SIG/PSIT member. Reimbursable training is two full build weeks per trainee. Unless otherwise agreed by the Company, reimbursable training shall be limited to a maximum of two PSIT members per month with an annual maximum of eight PSIT members.

5. Unless otherwise specifically provided in this Agreement, the parties' course of dealing with regard to soft parameters, pairing templates, etc. will not change.

[Appendix A \[as agreed by email between ALPA and Company on February 26, 2026.\]](#)

INITIAL SIG PARAMETERS AND STARTING VALUES

HARD PARAMETERS

The Company must apply hard parameters in the bid pack construction process unless the Vice President, Flight Operations and the MEC Chairman agree otherwise in writing. Any such agreement may contain conditions and/or limitations, as mutually agreed between the V.P. and the MEC Chairman.

Domestic

1. A pilot shall not be scheduled as a required crew member in excess of 7:35 block hours in a single duty period.
2. When an air deadhead follows flight deck duty in the same duty period, at least 1:30 shall be scheduled between block-in of the FedEx revenue flight and departure of the deadhead.
3. When an air deadhead follows flight deck duty in the same duty period, no more than 4 hours shall be scheduled between block-in of the FedEx revenue flight and departure of the deadhead.
4. Any duty period scheduled for a critical period departure(s) shall be limited to 3 departures in the critical period or afterward.
5. Trips that depart domicile in the critical period and return to domicile in the same duty period (out and backs) shall be scheduled to block-in by 10:00 am LBT.
6. The critical duty rig function shall be set at 1.0.
7. [A Sunrise Sort Duty Period \[as defined in Section 2: Any duty period that turns through a Sort Facility from an inbound night/critical flight segment to an outbound day flight segment\] shall not be scheduled with a follow-on minimum layover of less than 18 hours prior to an operating leg, unless approved by the SIG.](#)

[\[Note: All currently existing, applicable pairing designs with follow-on layovers scheduled less than 18 hours shall remain approved.\]](#)

International

1. No trip shall contain more than two round trip ocean crossings. After completion of the first, the second must commence in the next duty period (i.e., the duty period immediately following the completion of the first round trip ocean crossing must contain an ocean crossing)
2. No trip shall be scheduled to have more than 5 different continental arrivals (i.e., Africa, Antarctica, Asia, Australia, Europe, North America, and South America). For purposes of this parameter a duty period that arrives on a different continent, but has a TZD of 3 or fewer shall not count as a separate continental arrival.
3. Gateway City Parameter:
 - a. Following entry at any airport in the United States (Gateway City) from an international location, an International Pairing shall have no more than two domestic duty periods. The combined total number of operating legs in those two duty periods shall not exceed two. In addition, there shall be no deadhead legs scheduled in the same duty period as an operating leg, and the number of air deadhead legs shall be limited to two.
 - b. For pairings to which International SIG parameter number 1 (maximum ocean crossings) applies, the gateway city limitation applies to the last arrival at a gateway city from an ocean crossing.
 - c. Prior to leaving a U.S. Gateway City to an international location, an international pairing shall have no more than two domestic duty periods containing no more than four operating legs total.
4. An international duty period shall not be constructed in excess of 7+35 block hours without at least three airmen on board (e.g., MD-11 with RFO).

SOFT PARAMETERS

The Company may override a soft parameter(s), provided it gives at least 45 days written notice, prior to the delivery of the preliminary pairings, of its intent to do so and the reasons therefore. Other soft parameters may be added by agreement of the Association and the Company.

Domestic

1. The maximum length of carryover trips for each bid period shall be 7 days in the subsequent bid period.
2. If a duty period starts in the critical period, and has three landings, such duty period shall be scheduled to block in by 1000 LBT.
3. A standby period shall not be scheduled in the same duty period as a deadhead return to base.
4. A domestic multiple day trip shall not be scheduled for a cumulative total of more than 13 landings in the duty periods that operate in the critical period, unless approved by the SIG.

International

- 1 If a trip operates in the Asian theatre and transit 5 TZDs or more, the final landing in any 3-leg duty period must occur between 0900 and 2000 LT for the MD11 and between 1200 and 2000 LT for the B777.
- 2 If a trip transits 5 TZDs or more and contains a 3 leg duty period with the last landing in mainland China, (e.g., not TPE, HKG), that trip will contain at least a 32 hour layover preceding such duty.
- 3 [Reserved]
- 4 A duty that begins between the hours 0100-0459 (Local time) shall not contain the following flight sequence (IND-ORD-ANC).
- 5 If a trip, with an RFO, begins in ANC with a duty starting between 1500-2300, such duty shall be scheduled for 1 landing.
- 6 If a pairing is scheduled with a CDG-CAN leg immediately followed by a westbound duty period of 5 TZDs or greater, then a layover of at least 36 hours will precede such westbound duty period.
- 7 A duty period containing an intermediate stop at CAN shall be scheduled with a maximum of 3 landings.

SECTION 26 GENERAL

DEFINITIONS

COCKPIT VOICE RECORDER

Any device, equipment or system maintained on board an aircraft that monitors or records a pilot's voice while the pilot is on the aircraft.

FLIGHT DATA

Any pilot performance data, aircraft component performance data, or aircraft performance data transmitted, recorded, collected from on board an aircraft by use of a:
a. Flight Data Recorder;
b. Cockpit Voice Recorder; or
c. other device/equipment/system/instrument installed onboard an aircraft

Flight Data includes Flight Safety Reports, tapes, recordings (as well as transcripts), papers, memos, studies, charts, graphs, reports (including Landing Scorecards), or similar work product derived from the devices listed above.
Pilot or Company generated reports, requests, or messages from ACARS shall not be considered Flight Data.

FLIGHT DATA RECORDER

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.

~~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 the pilot 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.~~

A. Flight Data Use and Protection

1. Flight Data Pilot Protection

- a. Flight Data shall not be used in or referred to in any Section 11, 15, 19 or related 20/21 proceeding, or any non-Agreement legal or administrative proceeding.

- b. Flight Data shall not be used in, referred to, or constitute grounds for placement in, any Section 11 training, any Enhanced Oversight Program, or any other similar program and/or training.
- c. ~~4. Information obtained from a flight data recorder or a cockpit voice recorder~~ Flight Data shall not be audited by Company Management, or designee, to evaluate or monitor the judgment or performance of an individual pilot or crew. ~~That information, however,~~ for use in a potential corrective action or performance improvement discussion, except as provided in the LPT MOU.
- d. Programs that share information obtained from Flight Data for post-flight review of pilot performance shall be voluntary, and the data will only be shared with the Captain and/or F/O designated as the Standard Crew on the flight. The use or non-use by the pilot shall not be tracked. The provisions of Section 26.A.2.a. through d. apply equally to the use or non-use by the pilot of the Flight Data.
2. Company Use of Flight Data in Training Program
Flight Data 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~~ Flight Data is used in a Company training program, the names of the ~~flight deck crew~~ pilots shall not be disclosed. ~~Cockpit voice recordings may also be used in training but the voices of the flight deck crews~~ Voices of the pilot(s) shall not be used ~~or reproduced in any manner~~ without the consent of the ALPA Central Air Safety Committee (CASC) Chairman and all the pilots involved. Transcripts may be made and recorded by personnel to reproduce the recording ~~on tape or other multimedia device. Actual voices of the pilots involved shall never be used.~~
3. Third Party Disclosure/Release
The Company shall not disclose or release Flight Data to a third party except as follows:
- a. Required by law
The Company is required by law to release specific Flight Data to the National Transportation Safety Board or other authorized government agency, provided that the Company shall only disclose/release the minimum necessary to comply with such required law. The VP of Safety shall provide written notice to the MEC Chairman prior to responding to any request or discovery in litigation seeking Flight Data.
- b. Not required by law
- (i) ~~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~~ The Company may disclose/release non-audio Flight Data to a third party vendor solely for the purpose of evaluating aircraft engine or component performance, weather data, or ~~other~~ operational analysis (e.g., analysis related to the safety, reliability, or efficiency of the airline). 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.~~ For new types of disclosures, unless waived by the CASC Chairman, the Company shall provide the Association with the purpose, scope, and limits for the use of the Flight Data, including the extent of the de-identification at least 15 days prior to the proposed disclosure/release. Upon ALPA's request, the Company shall meet to consult on the proposed disclosure/release. 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 disclosure/release and any issues of pilot concerns, including the de-identification of data.

(ii) New third party vendors receiving Flight Data shall be required to sign an agreed-upon non-disclosure agreement regarding use or disclosure/release of Flight Data to anyone other than the Company or ALPA without the written consent of the Company and the FedEx MEC Chairman.

4. There shall be no system/device/equipment/instrument installed on the aircraft for the purpose of recording video or still images of a pilot.
5. ~~6.~~ Should the Company decide to ~~install~~use a new ~~type of instrument or device~~program involving Flight Data, or install a ~~type of system/device/equipment/instrument~~ not previously utilized on ~~Companyboard~~ aircraft ~~which is capable of collecting and/or reporting flight performance data of an aircraft~~involving Flight Data, 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~~use the process provided in Section 26.A.3.b. above. Only one notification process is required for a new program or 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.
6. ~~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 or an equivalent booking status 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 the pilot's Company identification card so as to be visible on the pilot's outer most clothing at all times while on Company property.
3. The Company shall provide all pilots hired on or after the effective date of this Agreement with the following uniform items:
 - a. Pants (2 pair);
 - b. Shirts (5), including 2 pairs of epaulets;
 - c. Ties (2);
 - d. Blouse (1);
 - e. Cold-weather/foul-weather parka (1);
 - f. Belt (2); and
 - g. Other required uniform items agreed upon by the Company and the Association.

4. Each calendar year, a pilot may purchase, from a Company approved uniform vendor(s), replacements for the required uniform items listed in Section 26.B.3. and/or the optional uniform items (and quantities) listed on the Company's approved uniform items list. This list may be adjusted from time-to-time by the Company after consultation with the Association's Uniform Committee Chairman.
The Company's approved uniform vendor(s) shall direct bill the Company for the pilot's purchases, up to \$200 per year, unless a direct bill arrangement is not feasible for the vendor(s), in which case the pilot may purchase items from the approved uniform vendor(s) and be reimbursed by the Company. Any purchases from the Company's approved uniform vendor(s) over \$200 per year shall be the pilot's responsibility.
5. 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.
6. 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.
7. 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 B777 pin or a commemorative military service pin, but not an embroidered patch on the leather jacket.
8. Pilots who require a maternity uniform accommodation shall be provided an allowance of \$200 to purchase a maternity uniform from the Company's approved uniform vendor(s). If the pilot's maternity uniform items are not in compliance with future uniform standards, an additional allowance will be provided to bring the pilot's uniform into compliance.

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 space and access for an electronic bulletin board](#) in Memphis, Anchorage, Indianapolis, Oakland, Los Angeles, Alliance, Newark, and in the operations area of any FDA. [Material that is An electronic bulletin board may not have sound, moving images, or graphics that remain on the screen for less than 30 seconds without approval of the Vice President of Flight Operations. Material that is not related to union business or that is inflammatory, defamatory, or that attacks is otherwise critical of individuals, groups, or the Company shall not be posted. Should the Company disconnect an electronic bulletin board it shall promptly notify the Association.](#) 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~~[Reserved]~~

~~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.~~

[Note: The Association and the Company have replaced gender specific pronouns throughout the opened sections in the TA with gender neutral terms as non-substantive, administrative changes (those replacements are not shown in the TA as "blue/red" additions/deletions). The parties will endeavor to administratively replace those same terms in a fully published Agreement and, if completed, revise Section 26.H. to state:

Replacement of Gender Neutral Pronouns

As part of this Agreement, the Association and the Company have replaced gender specific pronouns with gender neutral terms. These non-substantive, administrative changes are not intended to alter the meaning of any provision of the Agreement.

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 reimbursement, LifeWorks), 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.
The Company shall consult with the Association before approving or terminating any reciprocal jumpseat agreements with other carriers.
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~~Booking Priority 4 (BP4) status to position ~~himself to base to start~~ the pilot's ~~base for the start of the pilot's scheduled~~ trip or other activity in accordance with the following:
 - a. The period beginning at scheduled showtime of a pilot's ~~inbound jumpseat~~Company jumpseat, or ticketed commercial air travel purchased through the Company's travel vendor or in extenuating circumstances bought a commercial ticket by other means (TCAT), and ending 30 minutes after the scheduled termination of the pilot's first duty period must be less than 13:30.
 - b. There must be at least 1:~~30 hours~~00 hour between the scheduled block-in of the ~~inbound~~Company jumpseat or TCAT and the showtime of the pilot's trip- or other activity (e.g., reserve availability period)
 - c. A pilot positioning to ~~the pilot's~~ base on a Company jumpseat or TCAT shall take proactive steps to be aware of any circumstance which could prevent the pilot's 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 the pilot's ~~inbound~~Company jumpseat or TCAT may prevent the ~~pilot~~pilot's timely report (e.g., from checking in by the ~~pilot's~~strip's scheduled showtime).
 - d. If a pilot positioning to ~~the pilot's~~ base on a Company jumpseat or TCAT consistent with the provisions of this paragraph cannot timely report to work (e.g., by showtime for a trip) due to bump, cancellation, reroute, or delay of the pilot's ~~inbound~~Company jumpseat or TCAT, CRS may remove the pilot without pay. If a pilot is removed under this paragraph, the pilot 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. When a TCAT is used, it is the pilot's obligation to have a demonstrable and reasonable back up plan (e.g., itinerary includes most direct routing and not the last frequency).
 - 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 aircraft, those aircraft will be considered narrow body aircraft. All B777 aircraft shall be considered wide body aircraft.
 3. [Reserved]
 4. New Aircraft Acquisition Procedures
 - a. The Company will give the Association notice of its intention to introduce a new aircraft type within thirty days after entering into the contract for procurement of the new equipment type.
 - b. Following the notice set forth in Section 26.K.4.a., if requested by the Association, the Company and the Association shall meet and consult regarding operational, safety or regulatory issues the Association seeks to raise. Specific areas to be addressed include, but are not limited to:
 - i. Onboard rest facilities;
 - ii. Jumpseat Configuration;
 - iii. Aircraft configurations and equipment; ~~and~~
 - iv. Type of operations planned with aircraft type, including possible pairing designs; ~~and~~
 - v. scheduled base airport standbys.

L. New Hire Briefing

A pilot representing the Association will be scheduled 60 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, ~~and~~ Visas ~~and~~ Immunizations

1. Each pilot shall maintain a current passport. The Company shall advise each pilot of the visas ~~and immunizations~~ the pilot must possess. The Company shall notify a pilot, via VIPS, of the expiration date(~~s~~) of the pilot's passport ~~and~~ at least 210 days prior to the expiration date of the passport and of the expiration date of any required visa(s) at least 30 days prior to ~~the~~their expiration date(s). The Company shall reimburse a pilot for the cost of obtaining and renewing the pilot's passport and all Company required visas ~~and immunizations~~.
2. Each pilot shall validate, through VIPS, the pilot's renewed passport and required visas by 0900 LBT the day prior to the start of any trip(s) or R-day(s) ~~scheduled to begin~~ either which:
 - a. for passports, are within 180 days from the expiration date of the pilot's passport;
and
 - b. for visas, are either
 - i. ~~a.~~ After the expiration date of the pilot's ~~passport or required~~ visas; or
 - ii. ~~b.~~ Within 48 hours of the expiration date of the pilot's ~~passport or~~ required visas.
3. If a pilot does not obtain the pilot's renewed passport or required visa(s) as required by Section 26.M.2., the pilot may be removed from a trip(s) or R-day(s) scheduled to start within the time period stated in Section 26.M.2. without pay and without eligibility for make-up.
4. The Company may require two passports for a particular fleet.

N. Personnel

1. A pilot may review and copy the pilot's 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. Within 5 days of the Association's request (which shall include a written release signed by the pilot), the MEC Representation Department will be provided a copy of a terminated pilot's personnel file and training records.
2. Each pilot shall, if necessary, update the pilot's 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.
4. [The Company shall not use a pilot's log-in credentials \(e.g., Apple ID\) to access information not already resident on any company-issued device \(e.g., iPad\).](#)

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 the pilot's own representation.
2. Except as described below, the Company shall indemnify and hold the pilot or the pilot's 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 the pilot's 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 materials as well as aircraft flight and training manuals, and changes to these, necessary for a pilot's crew status. These materials and manuals may be provided in electronic format.

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. For pilots hired after the effective date of this Agreement, an electronic copy shall be provided. Pilots hired prior to the effective date of this Agreement may elect to receive a printed copy of the Agreement through the Company's appropriate electronic system (currently the PFC website) for a period of 120 days following the notice of the publishing of the Agreement through an FCIF. The cost of publishing and distributing the printed copies of 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 the pilot's initial Company identification card. Replacement of lost cards shall be in accordance with Company policy.
5. A pilot may arrange for replacement of the materials referred to in Section 26.Q.1. through Q.3., by notifying the pilot's Fleet Manager. The cost of replacement materials shall be borne by the Company. Replacement of the materials referred to in Section 26.Q.1. and Q.2. does not necessarily include replacement of hardware, if any.

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.~~ considered Flight Data.

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 the pilot's 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 the pilot's 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 (ASAP)

1. Any 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 the pilot 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~~[pilot's report](#) is initially ~~covered~~[accepted](#) under the ASAP program, but is ultimately excluded from the program as ~~provided in paragraph 11.f. of currently described in~~ the ASAP ~~Memorandum of Understanding (ASAP MOU)~~[Advisory Circular 120.66C no. 15](#), the pilot's 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.
6. The Company shall establish and maintain facsimile and telephone numbers as alternative means of filing an ASAP report. The preferred method for the filing of an ASAP report, however, shall be to do so electronically.
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, [15](#), 19, or 21 process, except as provided in paragraph ~~41.a.10(31)(b)~~ of the ASAP MOU.

Z. Line Operations Safety Audit

Line Operations Safety Audits (LOSAs) shall be conducted pursuant to the LOSA Memorandum of Understanding (MOU).

AA. Known Crewmember Program

The Company shall participate in the Known Crewmember (KCM) Program, or any successor program, provided that the total cost to the Company of such participation does not exceed \$250,000 per year.

BB. Aircraft Accident/Incident/Event

1. 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 or an equivalent booking status for jumpseating on a FedEx aircraft in response to the accident/incident/event.
2. 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.

CC. Medical Autonomy and Privacy, Vaccinations, and Initial Scheduling Protections

1. Autonomy
The Company shall not require a pilot to undergo any vaccination, medical procedure, or take any medication other than that which is required by the FAA to maintain a First Class Medical certificate.
2. Privacy
 - a. The Company shall not require a pilot to disclose any personal medical or protected health information except as expressly required under the Agreement, for purposes of administering Company benefit plans, or as required by law.
 - b. The Company shall not disclose a pilot's personal medical or protected health information to a third-party or government agency without the pilot's explicit written consent unless required under the Agreement, for purposes of administering Company benefit plans, or as required by law.
3. Vaccinations
 - a. The Company shall advise each pilot of the vaccinations that the pilot must possess to meet a governmental requirement.
 - b. The Company shall reimburse a pilot for the cost of receiving all required vaccinations.
4. Initial Scheduling Provisions
 - a. If the Company implements a required vaccination to meet a governmental requirement pursuant to Section 26.CC.3.a. after the publishing of the monthly bid period package (Section 25.C.), and a pilot has or obtains an affected trip on the pilot's schedule, but the pilot's status as reflected in Company records indicates the pilot has not met the Section 26.CC.3.a. requirements, the Company will remove the pilot, no earlier than 7 days prior to the showtime of the trip, and the pilot shall be eligible for substitution.
 - b. Within 5 days following the Company advising pilots of a new Section 26.CC.3.a. requirement (i.e., a requirement that was not in effect on [DOS]), the Company and ALPA shall meet and confer on further potential resolutions for a 30 day period (or such shorter or longer period as the parties may mutually agree).
 - c. If, at the expiration of the 30 day period described above in Section 26.CC.4.b., the parties have not reached an agreement on how to resolve the issues related to the above requirement, either party shall have the right, by written notice to the other within ten days after the expiration time period described above, to invoke interest arbitration in accordance with Section 21 and the provisions below.
 - i. A non-disciplinary panel of the System Board (3 person) shall be convened within 30 days following the notice, or on an earlier available date offered by the neutral arbitrator. The parties shall attempt to use John LaRocco as the

- neutral arbitrator. If Mr. LaRocco is unavailable, the parties shall select the neutral arbitrator from the panel of arbitrators empowered to hear administrative grievances pursuant to Section 20.
- ii. All statements made and proposals produced by the parties during the 26.CC.4.b. 30 day period will be considered inadmissible in the ensuing interest arbitration.
 - iii. All issues subject to interest arbitration under this provision must be included in a single arbitration. Section 26.CC.1., 2., and 3. shall not be “issues subject to interest arbitration.”
 - iv. A decision on all issues shall be issued within 30 days of the final hearing day.
 - v. The arbitrator will choose the full position of one party. The arbitrator will not have the authority to decide on an item-by-item basis.
 - vi. The decision of the arbitrator shall be final and binding upon the parties.
- d. For monthly bid period packages which are published after the implementation of a new Section 26.CC.3.a. requirement, and for which bidding closes prior to a resolution being agreed upon pursuant to Section 26.CC.4.b. or c., a pilot who is then awarded a trip for which the pilot’s status as reflected in Company records indicates the pilot has not met the Section 26.CC.3.a. requirements, shall be removed from that trip and eligible for substitution (for regular lines, the pilot will be removed from the impacted trip during the Conflict Processing Window after VAC, TRN, and minimum day off protection conflicts have been resolved; for secondary lines the pilot will be removed after the closing of the SWW but prior to open time release). The Section 25.H. and related provisions shall be applicable, except for those related to OTP elections and rejections of SUB assignments, which are inapplicable. The pilot may not elect OTP when SUB eligible, and shall be considered as having “accepted” a valid substitution assignment when “offered.”
- Example: The monthly bid for April is published on March 7 (closing on March 12). On March 9, the Company implements a required vaccination. For the March and April bid periods the Section 26.CC.4.a. provision will apply. For the May and subsequent bid periods, Section 26.CC.4.d. will apply.
- e. For the purposes of Bid Line Adjustments (including View/Add window), optional assignments (e.g., DRF, VLT), and reserve assignments, a pilot who does not meet the Section 26.CC.3.a. requirement will not be awarded/assigned a trip that includes that requirement.

[Application Note: Section 26.CC’s use of “vaccination” is understood to include inoculations.]

[Application Note: Section 26.CC. does not limit any rights afforded under Section 15.]

SECTION 28 RETIREMENT (Pension Benefits)

A. General

1. The Company shall continue to provide retirement and related benefits through the Retirement Plans¹ and under the terms and conditions of the Retirement Plans, as in effect as of the date of signing of this Agreement, except as specifically provided herein. The terms and conditions of the Retirement Plans, insofar as they affect pilots, shall not be changed, except as provided in this Agreement or by the written agreement of the Association. The Pilot Benefit Book ("PBB") shall be updated in accordance with Section 28.A.7. to reflect changes made by this Agreement and any other changes made pursuant to Section 28.A.5.
2. Except as otherwise provided in this Section 28, the Company shall be responsible for the establishment, control, management, administration and attendant expenses of the Retirement Plans and all disputes concerning those claims for benefits shall be settled as described in Section 28.A.4.
3. In order that the Association may have the most current information regarding the Retirement Plans, the Company shall provide the Association with the following documents:
 - a. Actuarial Valuation Report for Funding Purposes for Pension Plan and MBCBP², along with accompanying Data, Assumptions, Methods and Provisions, annually, on or about April 30;
 - b. PRSP ~~and PMPPP~~ Financial Reports, quarterly;
 - c. 408(b)(2) Reports for ~~PMPPP and~~ PRSP ~~(Vanguard All-In-Fee Disclosure)~~, annually, on or about August 31;
 - d. Notice of Qualified Default Investment Alternative for the PRSP ~~and PMPPP~~, annually, on or about November 30;
 - e. Annual Funding Notice, annually, on or about September 30;
 - f. Participant Fee Disclosure, annually, on or about ~~July 31~~ November 30;
 - g. Summary Annual Reports, annually; and
 - h. AFTAP Certification for Pension Plan and MBCBP, annually, on or about March 31.

¹ The following Retirement Plans are in effect as of ~~November 2, 2015~~ June 29, 2026.

- (a) The FedEx Corporation Employees' Pension Plan;
- (b) The Federal Express Corporation Pilots' Retirement Savings Plan;
- (c) The Flying Tiger Line Inc. Variable Annuity Pension Plan for Pilots;
- ~~(d) The Federal Express Corporation Pilots' Money Purchase Pension Plan;~~
- (d) ~~(e)~~ The Federal Express Corporation Non-Qualified Pension Plan for Pilots; and
- ~~(f)~~ The Federal Express Corporation Non-Qualified Section 415 Excess Pension Plan for Pilots.

² The Federal Express Corporation Pilots' Market Based Cash Balance Plan, effective January 1, 2028.

- i. [After the establishment of the MBCBP, the Company shall provide the Association with the PBGC 4010 filings, if applicable.](#)

The distribution schedule may be modified as agreed upon by the parties. The Association, and its designees, shall keep this information confidential, in accordance with the parties' Confidentiality Agreement.

4. Review of benefit denials shall be as described in this Agreement, the Retirement Plans and the PBB. Benefit denials shall be reviewed by the FedEx Corporation Retirement Appeals Committee ("RAC") or the appropriate claims-paying administrator. If the pilot is not satisfied with the decision regarding a Retirement Plan benefit, the pilot may seek review of the decision in accordance with the provisions of Section 28.G. within 120 days of the RAC's decision.
5. All of the Retirement Plans' terms and conditions shall remain unchanged insofar as they affect pilots, except as specifically provided for herein or except as required by law. If an amendment to the Retirement Plans or the PBB is required by law, if there is more than one alternative available under the law with respect to such required amendment(s), and if the effectuation of either alternative would result in similar cost to the Company, the consent of the Association to one of the alternatives shall be required for such plan amendment. Such consent shall not be unreasonably withheld. The Association's consent shall not be required for any amendment described in this paragraph if more than one alternative is available under the law but the effectuation of one or more of the alternatives would result in increased cost to the Company over the other available alternatives.
6. ~~The~~ [Except as provided in Section 28.C.12., the](#) Company reserves the right to select the trustees, recordkeepers and other vendors it believes necessary to administer the Retirement Plans. The Company shall first notify and consult with the Association before changing a recordkeeper.
7. The Company shall promptly provide the Association with proposed updates to the PBB reflecting changes made by this Agreement. The Association shall promptly meet with the Company and provide comments. As soon as practicable thereafter, a PBB that is mutually satisfactory to the Company and the Association shall be distributed to the pilots. The Association's approval shall not be unreasonably withheld. The foregoing to the contrary notwithstanding, the failure of the Association to timely approve such updates shall not prevent the Company from distributing the updates to the pilots in accordance with the provisions of 29 U.S.C. §1024(b).

With respect to any future updates to the PBB, the Company shall prepare and distribute to the pilots updates to the PBB, as required by 29 U.S.C. §1024(b). The Association shall be given the opportunity to review and approve such updates; the Association's approval of such updates shall not be unreasonably withheld. The foregoing to the contrary notwithstanding, the failure of the Association to

timely approve such updates shall not prevent the Company from distributing the updates to the pilots in accordance with the provisions of 29 U.S.C. §1024(b).

8. The Company shall maintain records for a sufficient time and in sufficient detail to be able to confirm all data necessary for the calculation of any benefit payable under the Retirement Plans.

B. Pension Plan

1. The terms and conditions of the FedEx Corporation Employees' Pension Plan ("Pension Plan") affecting pilots, the Federal Express Corporation Non-Qualified Pension Plan for Pilots ("Compensation Limit Plan"), and the Federal Express Corporation Non-Qualified Section 415 Excess Pension Plan for Pilots ("415 Limit Plan") shall be as provided in the Pension Plan, the Compensation Limit Plan, and the 415 Limit Plan except as provided in this Agreement.
2. A pilot's retirement benefit at the pilot's normal retirement date (the "Pension Plan Formula") shall be equal to the greatest of: (i) the pilot's final average earnings x 2% x credited years of service with the Company (Max. 25 years) for benefit accrual, (ii) the benefit described in Section 28.B.4. , or (iii) a flat dollar benefit based upon a pilot's flight hours, equipment flown, and seat position during a plan year. The accrued benefit for a pilot who, prior to the merger of The Flying Tiger Line, Inc. ("FTL") with the Company, was a participant in any of the FTL pension plans which were merged into the Pension Plan is determined as provided under the terms of the Pension Plan.

[\[Note: the flat dollar formula in effect prior to April 8, 2026 shall be adjusted in accordance with Section 28.B.3.\]](#)

3. Final average earnings will be defined as the average of the highest five calendar years of compensation while working for the Company. In no event shall total final average earnings taken into account under the Pension Plan, the Compensation Limit Plan and the 415 Limit Plan exceed ~~\$260,000~~:
 - a. [\\$340,000 for pilots retiring on or after June 29, 2026 through the end of the election period \(which shall end no later than May 30, 2027\) or who do not elect \(or are deemed to have not elected\) during the election period to transition to the MBCBP or the enhanced Pilots' Retirement Savings Plan benefit; or](#)
 - b. [\\$290,000 for pilots retiring after the end of the election period who elected to transition to the MBCBP; or](#)
 - c. [\\$290,000 for pilots retiring after the end of the election period who elected to transition to the enhanced Pilots' Retirement Savings Plan Benefit.](#)
4. With respect to any pilot having a Master Seniority List number as of October 30, 2006, the benefit set forth in Section 28.B.2(ii) of the Agreement shall be the sum of the amounts derived under the computations set forth in Section 28.B.4.a., b., and c.:

- a. For a pilot who had a Master Seniority List number as of June 1, 1999, and who also had a Master Seniority List number as of October 30, 2006, such pilot's final average earnings shall be multiplied by past years of credited service with the Company as of June 1, 1999 (not to exceed a maximum of twenty-five years), multiplied by a multiplier from the following table based on such pilot's years of vesting service with the Company:

Years of Vesting Service as of June 1, 1999	Multiplier
less than 10	2.00%
10	2.05%
11	2.06%
12	2.07%
13	2.08%
14	2.09%
15	2.10%
16	2.11%
17	2.12%
18	2.13%
19	2.14%
20	2.15%
21	2.16%
22	2.17%
23	2.18%
24	2.19%
25 or more	2.20%

With respect to pilots who performed years of service with The Flying Tiger Line Inc. ("FTL") prior to August 7, 1989, such pilot's years of service with FTL shall be taken into account solely for purposes of determining the multiplier described herein, but shall not be taken into account for purposes of determining past years of credited service with the Company as of June 1, 1999.

The multiplier described above shall be added to the amount described below with respect to any pilot having a Master Seniority List number as of October 30, 2006, who, as of June 1, 1999 had attained age 50 and completed fifteen (15) years of vesting service with the Company, (including such pilot's years of service with FTL):

Age at 6/1/99	Increase
59 and above	0.12%
58	0.11%
57	0.10%
56	0.09%
55	0.08%
54	0.07%
53	0.06%
52	0.05%
51	0.04%
50	0.02%

- b. The Pension Plan Formula shall multiply final average earnings by 2% for all years of credited service completed by such pilots on or after June 1, 1999 (which, when added to years of credited service completed prior to June 1, 1999, shall not exceed a maximum of twenty-five (25) years of credited service for benefit accrual).

A pilot's final average earnings shall be multiplied by 2% and by years of credited service (maximum of 25 years) for benefit accrual for pilots who had a Master Seniority List number as of October 30, 2006, but did not have a Master Seniority List number as of June 1, 1999.

- c. For pilots who, as of October 30, 2006, have a Master Seniority List number, have attained age 50, and who have completed ten (10) or more years of vesting service with the Company, such pilots' final average earnings shall be multiplied by past years of credited service with the Company as of October 30, 2006 (not to exceed a maximum of twenty-five years), multiplied by a multiplier from the following table based on such pilot's age and years of vesting service with the Company on October 30, 2006:

Additional Benefit Percentage based on Age/Service										
Years of Vesting Service as of October 30, 2006	Age									
	50	51	52	53	54	55	56	57	58	59 or older
Less than 10	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
10	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%
11	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%
12	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%
13	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%
14	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%
15	0.02%	0.02%	0.02%	0.02%	0.02%	0.03%	0.03%	0.03%	0.03%	0.03%
16	0.02%	0.02%	0.02%	0.02%	0.03%	0.03%	0.03%	0.03%	0.03%	0.03%
17	0.02%	0.02%	0.02%	0.03%	0.03%	0.03%	0.03%	0.03%	0.03%	0.04%
18	0.02%	0.02%	0.03%	0.03%	0.03%	0.03%	0.03%	0.03%	0.04%	0.04%
19	0.02%	0.03%	0.03%	0.03%	0.03%	0.03%	0.03%	0.04%	0.04%	0.04%
20	0.02%	0.03%	0.03%	0.03%	0.03%	0.03%	0.04%	0.04%	0.04%	0.04%
21	0.03%	0.03%	0.03%	0.03%	0.03%	0.04%	0.04%	0.04%	0.04%	0.04%
22	0.03%	0.03%	0.03%	0.03%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%
23	0.03%	0.03%	0.03%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.05%
24	0.03%	0.03%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.05%	0.05%
25 or more	0.03%	0.04%	0.04%	0.04%	0.04%	0.04%	0.04%	0.05%	0.05%	0.05%

With respect to pilots who performed years of service with The Flying Tiger Line Inc. (“FTL”) prior to August 7, 1989, such pilot’s years of service with FTL shall be taken into account solely for purposes of determining the multiplier described herein, but shall not be taken into account for purposes of determining past years of credited service with the Company as of October 30, 2006.

- d. The Pension Plan was amended to incorporate the provisions of Section 28.B.4.a., Section 28.B.4.b. and Section 28.B.4.c. The parties agree that the provisions of Section 28.B.4.a., Section 28.B.4.b. and Section 28.B.4.c. were one-time amendments to the Pension Plan and those provisions applied only to the pilots entitled to a benefit under such provisions as of October 30, 2006. Notwithstanding any other provision of this Agreement, including the duration provisions contained in Section 31, Section 28.B.4.d. became effective on October 30, 2006 and has permanent duration, and neither the provisions of Section 28.B.4.d. nor the related provisions of the Pension Plan referenced herein may be altered without the written consent of both parties.
5. A pilot shall receive credited service for benefit accrual while on disability and while eligible for benefits, including Pilot Supplemental Disability benefits, pursuant to the terms of the [Federal Express Corporation Long Term Disability Plan for Pilots \(“LTD Plan”\)](#).
6. ~~For benefit commencement dates occurring on or after February 1, 2016, the following~~[The](#) actuarially equivalent optional forms of benefit distributions ~~shall also be available~~ under the Pension Plan:— [shall include](#) 50% Joint and Survivor Pop-Up Annuity; 75% Joint and Survivor Pop-Up Annuity; and 100% Joint and Survivor Pop-Up Annuity.
7. The Pension Plan shall ~~be amended effective no later than February 1, 2016, to~~ allow a participant to elect different forms of benefit payment for the pilot’s FTL benefit and for the remainder of the pilot’s benefit under the Pension Plan.
8. The Pension Plan shall be amended effective ~~no later than February~~[January](#) 1, ~~2016~~[2027](#), to provide that if:
 - a. prior to the pilot’s death, a pilot has retired and submitted a valid unexpired election to commence retirement benefits (within ~~90~~[180](#) days of the benefit commencement date (“BCD”)) as of the first day of [any of](#) the ~~month~~[6 months](#) following the pilot’s retirement, and
 - b. the pilot fails to survive until the pilot’s elected BCD, then the pilot shall be deemed to have survived until the pilot’s elected BCD and benefits shall commence on the elected BCD, in the form elected by the pilot, provided, however that the first benefit payment shall be paid to the pilot’s joint annuitant, beneficiary or estate, as applicable, pursuant to the form elected by the pilot. An election shall be determined to have been submitted prior to the pilot’s

death, if there is proof that the election confirmation was mailed, emailed, faxed, posted, or received by the administrator prior to the pilot's death.

Example 1:

- ~~9. The~~ Pilot retires on December 31, 2027, and defers commencing his Pension Plan ~~shall be amended effective November 2, 2015, to~~ benefit.
- In April 2028, the pilot submits a valid election to commence his Pension Plan benefit on June 1, 2028, with a payment option of 100% Joint & Survivor.
- Pilot dies on May 15, 2028.
- The Pension Plan benefit shall commence on June 1, 2028, in the form elected by the pilot, 100% Joint & Survivor.

Example 2:

- Pilot retires on December 31, 2027, and defers commencing his Pension Plan benefit.
- In April 2028, the married pilot submits a valid election to commence his Pension Plan benefit on June 1, 2028, with a payment option of a Straight Life Annuity.
- Pilot dies on May 15, 2028.
- There is no benefit paid to a survivor since the pilot elected the Straight Life Annuity.

9. The Pension Plan shall provide that spousal consent is not required if the participant is legally separated from the spouse as evidenced by a court decree.
10. ~~C. Pilots' Money Purchase~~ The Company shall consult with the Association prior to the purchase of annuities from a qualified life insurance company to provide benefits to retiree participants otherwise payable under the Pension Plan.
11. The Pension Plan shall be closed to pilots with a Date of Hire (DOH) on or after June 29, 2026.
12. Pilots with a DOH before June 29, 2026, will have a choice among (1) the Pension Plan (2) the MBCBP, or (3) the enhanced Pilots' Retirement Savings Plan Benefit as described in the MBCBP/Enhanced Pilots' Retirement Savings Plan Implementation Letter of Agreement.
13. For pilots with a DOH before June 29, 2026 who elect (or are deemed to have elected) to transition to the MBCBP or the enhanced Pilots' Retirement Savings Plan benefit, for the purposes of benefit accrual but not for vesting, Years of Service under the Pension Plan will be frozen as of December 31, 2027 and the Pension Plan accrual for the period June 1, 2027 to May 31, 2028 will be pro-rated 7/12ths.

C. Market Based Cash Balance Plan

1. The Company shall establish the MBCBP effective January 1, 2028, which will have a January 1 to December 31 Plan Year.
2. The MBCBP shall be a "Retirement Plan" for purposes of Section 28.A.
3. ~~4.~~ The MBCBP shall be established as a stand-alone plan and shall remain so unless the parties otherwise agree.
4. The terms and conditions of the ~~Pilots' Money Purchase Pension Plan ("PMPPP") shall be as provided in the PMPPP and shall remain unchanged~~ MBCBP shall be contained in the MBCBP Plan Document, except as ~~specifically~~ specified in this Agreement. The terms and conditions of the MBCBP shall not be changed or modified, except as provided ~~for~~ herein.
- ~~2. The Company shall contribute monthly for each pilot plan participant the following amounts:~~
5. The MBCBP shall be subject to a determination by the Internal Revenue Service ("IRS") that the MBCBP is a tax-qualified retirement plan. To the extent that the IRS requires changes to the MBCBP terms or conditions as a condition of issuing a favorable determination letter, the parties must agree on any changes to the plan. The Company shall also:
 - ~~a. On and after January 1, 2016 and until the date of the merger of the PMPPP into the PRSP, an amount equal to 8% of that pilot's eligible prior monthly earnings, subject to Code limitations, provide copies to the Association of all written communications with the IRS; and~~
 - ~~b. On or after the date of the merger of the PMPPP into the PRSP, all non-elective Company contributions shall be made to the PRSP under Section 28.D.4. and shall cease to be made to the PMPPP. when possible, include the Association on scheduled conversations with the IRS regarding the plan design and tax-qualified status of the MBCBP.~~
6. Eligibility
 - a. A pilot with a DOH prior to June 29, 2026, including a pilot currently on LTD, is eligible to participate in the MBCBP beginning January 1, 2028, as provided in Section 28.B.12.
 - b. ~~3. The PMPPP shall be amended effective no later than March 2, 2016, to provide that a pilot shall be eligible for non-elective Company contributions based on eligible earnings on~~ A pilot with a DOH on or after June 29, 2026, is eligible to participate in the MBCBP on the later of (i) age 21 and (ii) the first day of the month coincident with or next following one month ~~of service~~ from date of hire as a pilot. Company contributions will begin in the month the pilot first participates in the PMPPP, based on the pilot's eligible monthly earnings

- ~~in the month prior to participation, in the same manner as described in Section 28.D.6. the pilot's DOH, or (ii) January 1, 2028.~~
- ~~4. On and after November 2, 2015, the investment fund options available to participants in the PMPPP will be the same as those available in the PRSP.~~
 - ~~5. The PMPPP shall be amended effective no later than February 1, 2016 to allow a participant to make an in-service withdrawal of all or any portion of the pilot's account at or after age 62 under the PMPPP, subject to spousal consent as required by applicable law.~~
 - ~~6. No later than January 1, 2017, the PMPPP shall be merged into the Pilots' Retirement Savings Plan (PRSP). Each participant's PMPPP account shall be separately accounted for within the PRSP, and such account (as adjusted for gains and losses thereafter) shall remain subject to the distribution requirements applicable under the PMPPP.~~
 7. ~~The PMPPP shall be amended effective November 2, 2015, to provide that spousal consent is not required if the participant is legally separated from the spouse as evidenced by a court decree.~~ Benefit Accruals
 - a. Benefit Accruals under the MBCBP shall equal Compensation Credits plus Interest Credits.
 - b. Compensation Credits under the MBCBP shall be determined using a table of credits calculated for each pay rate in effect for the period based on fleet, seat, and year group. The credit shall reflect 9% of each pay rate through December 31, 2028 and 10% of each pay rate beginning January 1, 2029. For pilots receiving non-hourly compensation and/or compensation identified as earnings eligible for MBCBP accruals (e.g., Slot Denial Pay (SDP), CIPPA, passover pay, BPO Pilot overrides, and other forms of pay not associated with a credit hour), the Company shall contribute a percentage of compensation, consistent with Section 28.C.7.b., to the MBCBP on behalf of such pilots.
 - c. Compensation Credits will be credited quarterly applying a pilot's fleet, seat, and year group as of the beginning of the quarter and the pilot's actual hours worked for the quarter as of the end of the quarter (including the application of proportionally higher hourly pay rate credits for premium hours worked). A Compensation Credit for the period will be credited as of the last day of that period or as of the pilot's benefit commencement date, if earlier.
 - d. Compensation used to determine Compensation Credits for pilots receiving benefits under the LTD Plan shall be calculated pursuant to Section 27.J.7. of the Agreement.
 - e. Compensation Credits for pilots receiving benefits under the LTD Plan shall be 12.8% [based on the formula of (9% multiplied by 0.85) divided by 0.6] for pilots receiving 60% LTD benefits, and 15.3% [based on the formula of (9% multiplied by 0.85) divided by 0.5] for pilots receiving 50% LTD benefits] for accruals

- through December 31, 2028 and shall be 14.2% [based on the formula of (10% multiplied by 0.85) divided by 0.6] for pilots receiving 60% LTD benefits, and 17.0% [based on the formula of (10% multiplied by 0.85) divided by 0.5] for pilots receiving 50% LTD benefits for accruals after December 31, 2028.
- f. Benefit accruals for a pilot returning from military leave shall be consistent with the Settlement Agreement on the Effect of Potential Crew Status Changes on Imputed Earnings and Signing Bonus Calculation dated December 9, 2008.
 - g. On the effective date of the MBCBP, the account balance of a pilot with a DOH on or after June 29, 2026, shall be equal to the sum of the Compensation Credits that would have accrued if the MBCBP had been established prior to the pilot's date of hire.
 - h. The MBCBP shall use a market-based Interest Credit (determined net of investment-related expenses), which shall be calculated and applied at least monthly until a pilot's benefit commencement date. At the time of benefit commencement/distribution, Interest Credits for hard to value investments shall be calculated using the custodian's asset statements to determine asset returns.
 - i. Administrative fees for the MBCBP shall be paid by the Company.
 - j. There shall be no credited service limit under the MBCBP.
8. Retirement
- a. Normal Retirement Age under the MBCBP shall be age sixty-two (62) with the completion of three years of vesting service.
 - b. The Normal Retirement Age Letter dated November 2, 2015, shall not apply to benefits under the MBCBP.
 - c. A pilot who terminates employment may elect to commence benefits upon separation or to continue to receive Interest Credits on their accrued benefit until benefit commencement date.
 - d. The market-based Interest Credit shall serve as the actuarial increase for delayed retirement or deferred benefit commencement.
 - e. A pilot must commence benefits no later than the first of the month coincident with or next following the pilot's attainment of the Regulated Age, or such later date as the Company deems necessary. The Company shall notify a pilot/participant 90-180 days prior to the pilot's Regulated Age of the need to make a retirement election.
 - f. Should the IRS require changes to the MBCBP with respect to the provisions contained in this Section 28.C.8.d. in order to issue a favorable determination letter, the MBCBP shall be amended to require the commencement of benefits no later than the first of the month coincident with or next following the pilot's attainment of the Normal Retirement Age, with distributions of future

Compensation Credits and Interest Credits at the end of each Plan Year thereafter, unless the parties otherwise agree.

9. Distributions

- a. The floor benefit guarantee (a.k.a. preservation of capital) shall be the aggregate amount of all Compensation Credits credited to the account at benefit commencement or time of in-service distribution, less any prior distributions.
- b. A pilot may elect to take an in-service distribution beginning at age 59 ½.
 - i. In-service distributions shall be permitted once per plan year.
 - ii. An in-service distribution requires the withdrawal of all accrued benefits in the pilot's MBCBP account.
 - iii. In order to take an in-service distribution, the aggregate amount of the pilot's Compensation Credits and Interest Credits must be equal to or greater than the floor benefit guarantee at the time of distribution.
- c. The forms of benefit distributions under the MBCBP shall include:
 - i. Straight Life Annuity (normal form for unmarried participants);
 - ii. 50% Joint and Survivor Annuity (normal form for married participants and QJSA);
 - iii. 75% Joint and Survivor Annuity;
 - iv. 100% Joint and Survivor Annuity, including associated pop-up Annuity options as defined in the Pension Plan; and
 - v. full lump sum.
- d. The annuities under the MBCBP shall be calculated using the segment rates as defined in Code §417(e)(3)(C) minus 35 basis points, and the mortality table specified under Code §417(e)(3)(B). The segment rates shall be based on the rate in effect two (2) months prior to the benefit commencement date.
- e. If a fully vested pilot dies prior to a benefit election, the pilot's beneficiary shall be entitled to receive the pilot's full MBCBP account balance. If the pilot's beneficiary is a spouse, the benefit shall be payable as an annuity for the life of the spouse. The spouse may alternatively elect to receive a 100% lump sum payment in lieu of the annuity. For a non-spouse beneficiary, the benefit shall be paid as a lump sum.
- f. A pilot may elect different forms of benefit payment for the MBCBP benefit, Flying Tiger benefit, and Pension Plan benefit per Section 28.B.7.
- g. Section 28.B.9. shall apply to the MBCBP.
- h. Overpayments from the MBCBP shall be handled pursuant to Section 28.M.

10. Vesting

- a. Benefits under the MBCBP are 100% vested after three (3) years of vesting service.
- b. All service with FedEx Express or with a “Controlled Group Member” counts towards vesting, subject to Section 28.C.10.c. below.
- c. A year of vesting service shall be defined in the MBCBP as a Plan Year with at least 1000 hours of service, with pilots credited with 95 hours per pay period while actively employed. Any vacation hours that are paid to a pilot in lieu of actual vacation time are counted as hours of service even if the pilot has terminated employment.
- d. A pilot on LTD shall continue to receive vesting service under the MBCBP.

11. Plan Investment Portfolio

- a. The MBCBP investment portfolio shall allocate risk from the following asset classes: equities, fixed income, commodities, real assets, private markets, hedge funds, and cash.
- b. The portfolio shall use an investment strategy consisting of the asset classes listed in Section 28.C.11.a. above and shall target a long-term portfolio volatility approximating a 55%-45% blend of the MSCI ACWI Equity Index and the Bloomberg Barclay’s Aggregate Bond Index. The 45% of the portfolio may contain up to 5% short term bonds and cash.
- c. The asset allocation shall target at least 40% return seeking assets, such as equity, commodities, real assets, private markets, hedge funds, high yield, emerging market debt, alternative assets, and other similar assets seeking capital appreciation rather than capital preservation.
- d. Section 28.C.11.a., b., and c. may be amended with the agreement of the Association. The Association’s agreement shall not be unreasonably withheld.

12. Governance

- a. The Company shall be the sole fiduciary of the MBCBP.
- b. The Company shall consult with the Association to develop an initial Investment Policy Statement (“IPS”) for the MBCBP that is consistent with Section 28.C.11. The Company may make amendments to the IPS following consultation and the prompt receipt of input from the Association. This consultation process is meant to be a meaningful, two-way process where the parties address the suitability of the IPS and any issues of pilot concern. Where the consultation involves a subsequent amendment to the IPS, the parties will expeditiously address the suitability of the proposed amendment.

- c. The Association members of the Investment Committee shall have an opportunity to consult on the selection or removal of the recordkeeper or trustee for the MBCBP.
- d. When possible, the Company shall provide advance notice to and consult with the Investment Committee on the selection or termination of an investment manager. If advance notice is not possible, the Company shall inform the Investment Committee of the basis for the selection or termination at the earliest opportunity.
- e. At the request of the Association, and not more frequently than once every two years, the Company and the plan's actuary shall meet with the Association and the Association's actuary to present and review the actuary's detailed analysis of the MBCBP.
- f. In the event the Company solicits an RFP for a third-party pension plan administrator for the MBCBP, the Association members of the Retirement Board shall have an opportunity to review and comment on the RFP during its development and to hear presentations by each vendor who submits a qualifying response to such RFP.
- g. The parties shall form a working group, no more than 90 days from January 1, 2028, to explore retirement benefit design alternatives that present legally compliant tax-advantaged opportunities. Should that working group identify solutions which are agreeable to both parties, said measures may be implemented in writing by the Vice President of Labor and Employment Law and the Association's MEC Chair.

D. Pilots' Retirement Savings Plan

1. The terms and conditions of the Pilots' Retirement Savings Plan ("PRSP") shall be as provided in the PRSP and shall remain unchanged except as specifically provided herein.
2. The investment fund options available to participants in the PRSP as of ~~November 2, 2015~~ July 1, 2026, shall continue to be available, ~~except as otherwise agreed to by the parties~~. Notwithstanding the foregoing, ~~effective no later than February 1, 2016~~, each investment fund option available to the participants shall be the lowest cost share class for that investment fund option for which the PRSP qualifies, with the exception of the brokerage window.
 - a. The parties must agree to any changes in a PRSP investment fund option that consists of more than two percent (2%) of plan assets.
 - b. Section 1.c of the letter agreement between the Association and the Company dated December 18, 2025 shall govern the addition of white label funds to the PRSP investment lineup.

- c. The Company shall consult with the Association before making changes to an investment fund option that consists of less than 2% of plan assets; the consultation, at a minimum, shall include:
- i. Providing notice to the Association's R&I Committee Chair as soon as reasonably possible after the Company concludes it is considering changes to an investment fund option; and
 - ii. Providing summary information regarding alternative funds being considered and the basis for consideration.
3. ~~The PRSP shall be amended effective no later than January 1, 2017, to provide that the~~ Company shall make matching contributions equal to 50% of the first \$1,000 of employee pre-tax and Roth contributions (in the aggregate) per plan year:
- ~~4. Beginning on the date of the merger of the PMPPP into to the PRSP, the~~
4. The Company shall as soon as administratively feasible following each pay period, contribute ~~monthly for each eligible pilot~~ an amount equal to ~~8%~~specified percentage of that pilot's eligible ~~prior monthly~~ earnings, to a non-elective Company contribution account for the participant under the PRSP.
- a. Prior to January 1, 2028, the specified percentage is 9% of a pilot's eligible earnings, subject to the Code limitations.
 - b. Effective January 1, 2020, the Company shall contribute monthly for each eligible pilot an amount equal to 9% of that pilot's eligible prior monthly earnings, to a non-elective Company contribution account for the participant under the PRSP, subject to the Code limitations. 2028:
 - i. For a pilot with a DOH before June 29, 2026 who elects (or is deemed to have elected) to remain in the Pension Plan, the specified percentage is 9% of that pilot's eligible earnings, subject to the Code limitations.
 - ii. For a pilot with a DOH on or after June 29, 2026 or a pilot with a DOH before June 29, 2026 who elects to transition to the MBCBP, the specified percentage is 9% of that pilot's eligible earnings, subject to the limitations set forth in this Section 28.D.4.b.ii.
 - (a) The contribution to the non-elective Company contribution account is subject to Code Section 401(a)(17). Amounts that the Company would contribute to a non-elective Company contribution account for such a pilot under this Section 28.D.4.b.ii. but for the application of Code Section 401(a)(17) shall be paid by the Company through payroll to the pilot, subject to federal, state, and local tax and withholdings for compensation, as soon as administratively feasible following each pay period.
 - (b) The contribution to the non-elective Company contribution is subject to Code Section 415(c). Amounts that the Company would contribute

- to a non-elective Company contribution account for such a pilot under the PRSP but for the application of the limit of Code Section 415(c) shall be paid by the Company to the pilot within 2½ months of the end of the calendar year to which the Company contributions pertain. The amounts due under this Section 28.D.4.b.ii shall be subject to federal, state, and local tax and withholdings in accordance with applicable law and regulation.
- (c) For the avoidance of doubt, the amounts paid to a pilot by the Company pursuant to Section 28.D.4.b.ii.A. and B. shall not be pensionable compensation or compensation for the purpose of welfare benefit calculations.
- iii. For a pilot with a DOH before June 29, 2026 who elects to transition to the enhanced Pilots' Retirement Savings Plan Benefit, the specified percentage is 18% of that pilot's eligible earnings from January 1, 2028 through December 31, 2028 and 19% of that pilot's eligible earnings beginning January 1, 2029, subject to the limitations set forth in this Section 28.D.4.b.iii.
- (a) The contribution to the non-elective Company contribution account is subject to Code Section 401(a)(17). Amounts that the Company would contribute to a non-elective Company contribution account for such a pilot under this Section 28.D.4.b.iii. but for the application of Code Section 401(a)(17) shall be paid by the Company through payroll to the pilot, subject to federal, state, and local tax and withholdings for compensation, as soon as administratively feasible following each pay period.
- (b) The contribution to the non-elective Company contribution is subject to Code Section 415(c). Amounts that the Company would contribute to a non-elective Company contribution account for such a pilot under the PRSP but for the application of the limit of Code Section 415(c) shall be paid by the Company to the pilot within 2½ months of the end of the calendar year to which the Company contributions pertain. The amounts due under this Section 28.D.4.b.ii shall be subject to federal, state, and local tax and withholdings in accordance with applicable law and regulation.
- (c) For the avoidance of doubt, the amounts paid to a pilot by the Company pursuant to Section 28.D.4.b.iii.A. and B. shall not be pensionable compensation or compensation for the purpose of welfare benefit calculations.
- iv. If a pilot with a DOH on or after June 29, 2026 or a pilot with a DOH before June 29, 2026 who elected to transition to the MBCBP is receiving benefits under the LTD Plan, the specified percentage for the period during which the pilot is receiving benefits under the LTD Plan shall be 12.8% [based on the formula of (9% multiplied by 0.85) divided by 0.6] for pilots receiving 60% LTD benefits and 15.3% based on the formula of

(9% multiplied by 0.85) divided by 0.5] for pilots receiving 50% LTD benefits] for accruals through December 31, 2028 and shall be 14.2% [based on the formula of (10% multiplied by 0.85) divided by 0.6] for pilots receiving 60% LTD benefits, and 17.0% [based on the formula of (10% multiplied by 0.85) divided by 0.5] for pilots receiving 50% LTD benefits for accruals after December 31, 2028.

- v. If a pilot with a DOH before June 29, 2026 who elected to transition to the Enhanced Pilots' Retirement Savings Plan Benefit is receiving benefits under the LTD Plan, the specified percentage for the period during which the pilot is receiving benefits under the LTD Plan shall be 25.5% [based on the formula of (18% multiplied by 0.85) divided by 0.6] for pilots receiving 60% LTD benefits and 30.6% based on the formula of (18% multiplied by 0.85) divided by 0.5] for pilots receiving 50% LTD benefits] for accruals through December 31, 2028 and shall be 26.9% [based on the formula of (19% multiplied by 0.85) divided by 0.6] for pilots receiving 60% LTD benefits, and 32.3% [based on the formula of (19% multiplied by 0.85) divided by 0.5] for pilots receiving 50% LTD benefits for accruals after December 31, 2028.

[Note: Same PRSP cash-over-cap procedures to apply for pilots on LTD. PRSP cash-over-cap payments would not apply to reduce LTD compensation.]

5. The Pilots Money Purchase Pension Plan (PMPPP) was merged into the PRSP effective January 1, 2017. The following shall apply:
- a. Each participant's PMPPP account shall be separately accounted for within the PRSP, and such account (as adjusted for gains and losses thereafter) shall remain subject to the distribution requirements applicable under the PMPPP.
 - b. The PRSP shall allow a participant to make an in-service withdrawal of all or any portion of the pilot's PMPPP account at or after age 59.5, subject to spousal consent as required by applicable law.
 - c. Spousal consent is not required for a distribution from a PMPPP account if the participant is legally separated from the spouse as evidenced by a court decree.

6. ~~5.~~ Roth Contributions

The PRSP shall ~~be amended effective no later than January 1, 2017, to~~ allow a participant ~~to~~ ~~a.~~ to elect to make :

- a. Roth contributions and, to the maximum extent permitted by law, Roth catch-up contributions; and

- a. ~~following the merger of the PMPPP into the PRSP, to elect to make~~ an in-plan conversion to a Roth account of all or any portion of the pilot's PRSP account(s), to the maximum extent permitted by law.
7. ~~6.~~ The PRSP shall ~~be amended effective no later than March 2, 2016, to~~ provide that a pilot shall be eligible to participate in the PRSP for all purposes on the first day of the month coincident with or next following one month from date of hire as a pilot. ~~Following the merger of the PMPPP into the PRSP, non~~ Non-elective Company contributions ~~will~~ shall begin in the month the pilot first participates in the PRSP, based on the pilot's eligible monthly earnings in the month prior to participation.

Example: For a pilot who is eligible to participate in the PRSP on July 1, ~~2017~~ 2027, the Company shall make a non-elective Company contribution to the PRSP on behalf of the pilot in July ~~2017~~ 2027, based on the pilot's eligible monthly earnings for June, ~~2017~~ 2027.

8. ~~7.~~ All participants shall always be 100% vested in their accounts under the PRSP.
9. ~~8.~~ A pilot shall have allocated to the pilot's PRSP accounts such amounts as are attributable to unused sick leave, in accordance with the provisions of Section 14.E. of this Agreement.

[TA note: Section 14.E. to be updated to remove reference to Profit Sharing Plan and replace with PRSP]

10. ~~9.~~ The PRSP shall ~~be amended effective no later than February 1, 2016, to~~ provide that, in the case of a participant's retirement or other termination of employment, a participant's accounts shall be distributed (or shall commence to be distributed, in the case of distribution in installments) as soon as practicable, as elected by the participant in the pilot's completed application for benefits (including spousal consent if required). An application for benefits shall be made available at any time and may be filed at any time at or after the participant's retirement or other termination of employment. Any contribution received after a participant receives a distribution of the pilot's entire account shall be distributed in accordance with the recordkeeper's procedures.
11. ~~10. Effective no later than March 2, 2016, as long as Vanguard remains the recordkeeper and subject to its guidelines, a~~ A pilot shall be allowed ~~to access the Vanguard Financial~~ to Fidelity's Personalized Planning ~~Services, Vanguard Managed Account Program, and the Vanguard Personal Online Advisor~~ and Advice account management services to the extent that the pilot is a participant in the PRSP. In the event ~~Vanguard~~ Fidelity is replaced as recordkeeper, a pilot shall be allowed access to similar account management services, to the extent offered by the successor recordkeeper, at a comparable cost to the Company, unless the Company determines allowing such access would result in a breach of fiduciary duty.

12. ~~11.~~ The PRSP shall ~~be amended effective no later than February 1, 2016, to~~ allow a participant to elect automatic rebalancing of the pilot's investments, subject to the recordkeeper's policies.
13. ~~12.~~ The PRSP shall ~~be amended effective no later than May 2, 2016, to~~ provide for automatic enrollment for both existing pilots contributing less than 3% and new hire pilots. A pilot to whom the arrangement applies shall be deemed to have elected to make pre-tax contributions to the PRSP at the level of 3% of eligible earnings in the first year, 6% in the second year, 9% in the third year, and 10% in the fourth and subsequent years, subject to the pilot's right to affirmatively opt out of the arrangement or to affirmatively elect a different percentage.
14. ~~13.~~ The PRSP shall ~~be amended effective no later than February 1, 2016, to~~ allow a participant to elect to make pre-tax and/or Roth contributions to the PRSP up to 50% of the pilot's eligible earnings, subject to applicable law.
15. ~~14.~~ The PRSP shall ~~be amended effective no later than February 1, 2016, to~~ allow all participants to elect to make after-tax contributions to the PRSP, by payroll deduction, up to 20% of the pilot's eligible earnings, subject to applicable law.
16. By the end of the 2nd quarter (June 30) and 3rd quarter (September 30) of the calendar year, the Company shall send via FCIF information to pilots regarding PRSP contributions related to 415(c) limits including after-tax, pre-tax, Roth, Excess Sick Contribution, Company Match, and Non-Elective Contribution.
17. ~~15.~~ Brokerage Accounts:
- The PRSP ~~will~~shall be amended effective ~~no later than March 2, 2016,~~January 1, 2016, 2027 to provide that a participant may, to the extent permitted by ERISA, transfer ~~all or a portion~~up to 98% of assets in the pilot's account balance and direct up to 98% of future contributions to be invested in an individual brokerage account under the PRSP, subject to the recordkeeper's guidelines and commission schedules. If a pilot's balance in a brokerage account exceeds 98% due to investment gains or losses, the pilot will not be required to transfer amounts out of the brokerage account but instead new contributions made to the plan on the pilot's behalf will first be allocated to the pilot's core line-up so that the total brokerage balance does not exceed 98%. If, in the future, the recordkeeper has the capability to allow a specific minimum dollar amount to remain in the core line-up, the PRSP will be amended to require a pilot to maintain a minimum balance of \$10,000 in the core line-up (to replace the 98% brokerage cap), and any remaining amounts may be in brokerage.
 - Any participant who elects an individual brokerage account must sign an agreement to hold harmless the PRSP, the Company, the Association and any committee established by the Company or the Association, for any losses resulting from the participant's investments in the individual brokerage account.

- c. Any fees associated with an individual pilot's brokerage account will be charged directly to the individual's account.
- d. The individual brokerage account shall permit any investments permitted for a qualified plan under ERISA and allowed by the recordkeeper, excluding stock of FedEx Corporation.

~~18. 16. Effective concurrent with the engagement of a new recordkeeper (or retention of the current recordkeeper), as described in Section 28.M., the~~ The PRSP shall ~~be amended to~~ provide that a participant may engage a third party financial advisor to manage the pilot's account (including the pilot's individual brokerage account) under the Plan. A participant who engages a third party financial advisor must sign an agreement to hold harmless the PRSP, the Company, the Association and any committees established by the Company or the Association, for any losses resulting from such engagement.

~~19. 17. The PRSP shall be amended effective no later than February 1, 2016, to~~ provide that participants may elect from the following additional distribution options on a manual basis or electronically to the extent automated by the recordkeeper: (i) partial lump sum, in the amount specified by the participant, and as often as requested by the participant; and (ii) periodic distributions in the amount and frequency specified by the participant, which may be stopped and restarted at any time as elected by the participant. Partial distributions and periodic distributions shall be made pro rata from all investment funds (excluding the brokerage account), unless the participant specifies a different allocation or contribution source for the distribution(s).

~~20. 18. The PRSP shall be amended effective November 2, 2015, to~~ provide that spousal consent is not required if the participant is legally separated from the spouse as evidenced by a court decree.

21. Upon the recordkeeper's ability to offer in-plan qualified longevity annuity contracts (QLACs) with Safe Harbor provisions, the parties agree to meet and discuss offering this feature in the PRSP. If QLACs are offered in any plan for other FedEx employees, QLACs shall be offered in the PRSP.

E. Federal Express Corporation Pilot Non-Qualified Plans

~~1. 4.~~ The terms and conditions of the Federal Express Corporation Non-Qualified Section 415 Excess Pension Plan for Pilots ("415 Limit Plan") and the Federal Express Corporation Non-Qualified Pension Plan for Pilots ("Compensation Limit Plan") shall be as provided in the 415 Limit Plan and the Compensation Limit Plan. In no event shall final average earnings taken into account under the Pension Plan, the 415 Limit Plan, and the Compensation Limit Plan exceed ~~\$260,000~~ the amounts as provided in Section 28.B.3. (i.e., \$340,000 for pilots retiring on or after April 8, 2026 through the end of the election period or who do not elect (or are deemed to have not elected) during the election period to transition to the MCBP or the enhanced Pilots' Retirement Savings Plan benefit; \$290,000 for other pilots

participating in the pension who following the end of the election period have elected to transition to the MBCBP or the enhanced PRSP benefit).

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2. In the event the compensation limit of Code § 401(a)(17) and/or the annual addition limit of Code § 415(c) is decreased legislatively, the Federal Express Corporation PRSP Non-Qualified Plan for Pilots (“PRSP Non-Qualified Plan”) shall be established. Under the PRSP Non-Qualified Plan, a Pilot with a Date of Hire prior to June 29, 2026 who has not elected (or is deemed to have not elected) during the election period to transition to the MBCBP or enhanced Pilots’ Retirement Savings Plan benefit shall be entitled to an amount equal to:

a. ~~a.~~ the PRSP non-elective contribution that would have been contributed to the PRSP without applying the decreased Code §401(a)(17) and/or Code §415(c) limit(s) but in no event greater than the amount that would have been contributed to the PRSP under these Code limitations in effect at any time prior to it being decreased or the current limit in effect under Code § 401(a)(17), minus;

b. ~~b.~~ the amount contributed to the PRSP.

Amounts shall be paid from the PRSP Non-Qualified Plan in no event later than 2½ months after the year in which such amounts would have been contributed to the PRSP.

3. If a Pilot’s retirement benefit in the MBCBP exceeds the limitation for defined benefit plans under Code §415(b), the excess benefit will be paid from the 415 Limit Plan.

4. To the extent that the Code Section 401(a)(17) limit apply to the MBCBP, upon information that the Code Section 401(a)(17) limit is to be reduced, the parties shall meet pursuant to the MBCBP Implementation LOA Paragraph G within 60 days to discuss plan alternatives.

F. End of Career Sick Leave/Advance Notice of Planned Retirement Bonus

1. A pilot who reaches age 60 prior to the pilot’s retirement date, and who provides at least 12 months advance written notice that the pilot’s retirement date will be either during the month in which the pilot turns the regulated age or on December 31 of a specified year, shall be eligible for the End of Career Sick Leave/Advance Notice of Planned Retirement Bonus (Bonus).
2. Such pilot’s Bonus shall be based on the sum of the pilot’s eligible earnings, as defined in Section 28.F.3., in the 24 calendar months immediately preceding the pilot’s last day of employment as a pilot, including the month containing the pilot’s last day of employment, including any vacation paid after the pilot’s last day of employment.

3. Eligible earnings shall include all pensionable earnings during that 24 calendar month period, except earnings attributable to sick leave (DSA, RSA).
4. A pilot's Bonus shall be the lesser of:
 - a. 50% of the pilot's eligible earnings in excess of ~~\$520,000~~ \$580,000 in the preceding 24 calendar months; ~~or~~
 - b. 50% of the pilot's closing DSA bank balance, multiplied by the pilot's last hourly rate, or
 - c. ~~\$110,000~~ 343 multiplied by the highest Section 3 pay rate in effect.

PLUS

For those who are at least age 54 on November 2, 2015 and have at least 10 years of Vesting Service in the Pension Plan as of November 2, 2015 a lump sum based on the pilot's age as of November 2, 2015 and Vesting Service in the Pension Plan as of November 2, 2015 as outlined in the following chart:

Years of Vesting Service on November 2, 2015	Age on November 2, 2015					
	54	55	56	57	58	59 or older
<10	-	-	-	-	-	-
10	10,000	10,000	10,000	10,000	10,000	10,000
11	10,000	10,000	10,000	10,000	10,000	10,000
12	10,000	10,000	10,000	10,000	10,000	10,000
13	10,000	10,000	10,000	10,000	10,000	10,000
14	10,000	10,000	10,000	10,000	10,000	10,000
15	15,000	20,000	20,000	20,000	20,000	20,000
16	20,000	20,000	20,000	20,000	20,000	20,000
17	20,000	20,000	20,000	20,000	20,000	30,000
18	20,000	20,000	20,000	20,000	30,000	30,000
19	20,000	20,000	20,000	30,000	30,000	30,000
20	20,000	20,000	30,000	30,000	30,000	30,000
21	20,000	30,000	30,000	30,000	30,000	30,000

22	30,000	30,000	30,000	30,000	30,000	30,000
23	30,000	30,000	30,000	30,000	30,000	40,000
24	30,000	30,000	30,000	30,000	40,000	40,000
25 or more	30,000	30,000	30,000	40,000	40,000	40,000

5. A pilot may submit only one advance written notice of planned retirement ~~month~~date under this program, except as provided in Section 28.F.5.a. and b. below. A pilot may revoke the ~~pilot's~~ submitted advance written notice at any time; however, ~~he~~the pilot will not again be eligible for the Bonus (except as provided below). There is no change in a pilot's right to retire without giving any advance notice to the Company.

A pilot who provides advance written notice of planned retirement to occur during the month of the pilot's 65th birthday, shall be allowed to change the planned retirement date one (1) time as long as the following criteria are met:

- a. The pilot's new planned retirement date must be within the month of the pilot's 65th birthday;
 - b. The change must be made at least 90 days before the pilot's original planned retirement date; and
 - c. The pilot's new planned retirement date is not earlier than the original notice date plus 12 months.
6. Any pilot entitled to a Bonus shall be paid in a lump sum as soon as administratively feasible but in no event later than 2½ months after the year in which termination of employment occurs.
7. Pilots who are terminated for just cause shall not be eligible for a Bonus.
8. Any Bonus paid to the pilot shall not be considered pensionable earnings under any Retirement Plan.
9. A pilot who dies after submission of a conforming advance written notice of planned retirement, shall be paid the Bonus.

G. Pilot Benefit Review Board

A Pilot Benefit Review Board (PBRB) shall be established for the Retirement Plans and the Insurance Plans as provided in Section 27.T.

~~H. Employee Stock Purchase Plan~~

~~The terms and conditions of the Federal Express Corporation Employee Stock Purchase Plan shall remain the same and pilots shall remain covered by that plan under the same terms and conditions as other employees of the Company.~~

H. ~~I.~~ FTL Variable Annuity Plan

The terms and conditions of The Flying Tiger Line Inc. Variable Annuity Pension Plan For Pilots (the "Variable Plan") shall be as stated in the plan document effective as of January 1, 1997, as amended thereafter. Nothing in this Agreement shall reduce pilots' accrued benefits under the Variable Plan.

I. ~~J.~~ Investment Committee

1. An Investment Committee shall be established for the PRSP and the MBCBP, and have such duties and responsibilities as described in this Section 28.I. The Company and the Association each may appoint up to three (3) members to the Investment Committee. The parties need not appoint an equal number of members, provided, however that the Company members and the Association members each collectively have one (1) vote. Individual votes on a particular issue may be recorded in the minutes at the request of any member. Each party may appoint alternates. A quorum shall consist of two (2) Company members/alternates and two (2) Association members/alternates. At any meeting of the Investment Committee, each party may be accompanied by individuals the party deems appropriate.
2. The Investment Committee shall meet at least semi-annually, or more frequently as necessary, unless otherwise agreed by the Company and the Association.
3. The benefits specialists for the Company and the Association shall agree on an agenda for each meeting, and shall notify the Company of any agenda items which need to be addressed at the meeting so that the Company may designate the appropriate individuals to attend; notice shall be provided at least two weeks in advance of the meeting if the attendance of only Company personnel is appropriate and shall be provided at least one month in advance if the attendance of outside service-providers is also required. Should the meeting be scheduled to cover multiple agenda items, the parties shall exchange a list of attendees based on the agenda items. The agenda shall include a review and discussion of the MBCBP. This discussion will include MBCBP assets and liabilities; market and economic overview; plan investment returns; the IPS and potential amendments thereto; benchmarking; plan expenses; and participant metrics (such as group-level balances, type of benefit options elected, in-service withdrawal activity, etc.).
4. The Investment Committee shall make recommendations to the ~~Fiduciary~~ PRSP fiduciary regarding the PRSP investment choices for pilots lineup.5.— The Investment Committee shall:
 - a. ~~receive~~ review the semi-annual PRSP reports from the recordkeeper ~~semi-annually reports regarding the Plans and investment advisor, one of which once a year shall also~~ include a market and economic overview; and ~~receive live review of~~ the reports by the account representative of the recordkeeper semi-annually, including the more detailed annual report. The Company shall provide these reports to the Investment Committee in a timely manner so that

[the Committee has sufficient time to review.](#)

- b. review service provider disclosures received pursuant to Section 28.A.3.
- c. review any newly available Eligible Investment Advice Arrangement (EIAA).

J. ~~K.~~ Retirement Board

1. A Retirement Board shall be established to review and discuss the status and administration of the Retirement Plans, including the implementation of any changes, and seek to resolve any problems or issues related to the administration of the Retirement Plans (including, e.g., service-provider service problems). De-identified information may be used when necessary to discuss systemic issues.
2. The Company and the Association each may appoint up to three (3) members to the Retirement Board. At any meeting of the Retirement Board, each party may be accompanied by individuals the party deems appropriate. The Retirement Board shall meet at least semi-annually, unless otherwise agreed by the Company and the Association.
3. The benefits specialists for the Company and the Association shall agree on an agenda for each meeting, and shall notify the Company of any agenda items which need to be addressed at the meeting so that the Company may designate the appropriate individuals to attend; notice shall be provided at least two weeks in advance of the meeting if the attendance of only Company and Association representatives is appropriate and shall be provided at least one month in advance if the attendance of outside service-providers is also required. Should the meeting be scheduled to cover multiple agenda items, the parties shall exchange a list of attendees based on the agenda items.
4. Neither the Company members nor the Association members of the Retirement Board shall have the power to modify or interpret the terms of any Retirement Plan. However, either the Company members or the Association members may suggest modifications to the Retirement Plans to the Company and the Association.

K. ~~L.~~ Expenses of the ~~Defined Contribution Plans~~ PRSP

Expenses related to annual fund operating expenses, brokerage window expenses, third-party investment advisory and third party investment manager expenses, ~~hardship withdrawal~~ in-service distribution fees, loan fees, third-party Qualified Domestic Relations Order expenses and other third-party expenses shall be paid by the individual participant's account. Participants are not responsible for paying fees relating to hardship withdrawals. All other expenses of the ~~PMPPP and~~ PRSP, including but not limited to recordkeeping administration and audit expenses, shall be paid by the Company.

L. ~~M.~~ Selection of a Recordkeeper for the PRSP

~~The~~When the Company ~~shall issue~~conducts a request for proposals (RFP) for the selection of a recordkeeper for the PRSP, in accordance with Section 28.A.6., ~~as soon as administratively practicable following the effective date of the merger or later if agreed by the parties.~~The~~the~~ Association members of the Investment Committee shall have an opportunity to review and comment on the RFP during its development and to hear presentations by each vendor who submits a qualifying response to such RFP.

M. ~~N.~~ Overpayments from Retirement Plans

In the event of an overpayment to a participant from a Retirement Plan, the Company shall notify the Association and the participant of the circumstances resulting in the overpayment and the amount of the overpayment. Consistent with IRS correction methods, and if required, IRS approval, the Company will take appropriate steps to recoup the overpayments. A participant shall not be asked to repay any overpayment made before the date that is 48 months before the date the Company gives the notice of the overpayment period, unless required by the IRS

LETTER OF AGREEMENT
between
FEDERAL EXPRESS CORPORATION
and
THE AIR LINE PILOTS
in the service of
FEDERAL EXPRESS CORPORATION
as represented by
THE AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

MBCBP/Enhanced PRSP Benefit Implementation

This Letter of Agreement (“LOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between FEDERAL EXPRESS CORPORATION (hereinafter referred to as the “Company”) and the pilots in the service of FEDERAL EXPRESS CORPORATION, as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the “Association”).

WHEREAS, the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules, and working conditions for the Company’s pilots (hereinafter referred to as the “Basic Agreement”), effective on June 29, 2026; and

WHEREAS, the Company agreed to establish the Federal Express Corporation Pilots’ Market Based Cash Balance Plan (“MBCBP”), effective January 1, 2028;

WHEREAS, the Company agreed to offer as an additional retirement benefit alternative, an enhanced Pilots’ Retirement Savings Plan contribution (“Enhanced PRSP Benefit”), effective January 1, 2028, and

WHEREAS, the parties wish to enter into this LOA to address matters relating to the implementation of the MBCBP and the Enhanced PRSP Benefit.

NOW, THEREFORE, the parties agree as follows:

Definition:

ELECTION ELIGIBLE PILOT

A pilot with a Date of Hire (DOH) prior to the effective date of the Agreement, including a pilot on disability under the LTD Plan.

A. Election Choices

1. Election Eligible Pilots with a DOH prior to June 29, 2026, who are Participants in the Pension Plan as of June 29, 2026 (“**Participant Pilots**”), shall have a one-time election to participate in the MBCBP or the Enhanced PRSP Benefit. A Participant Pilot who fails to make an election will be deemed to have elected to continue to accrue credited service in the Pension Plan (default election).

a. For Participant Pilots who elect to participate in the **MBCBP**:

- i. Shall be immediately vested in the MBCBP, effective January 1, 2028.
- ii. Upon the end of the election period, and no later than May 30, 2027, the total final average earnings taken into account under the Pension Plan, the Compensation Limit Plan, and the 415 Limit Plan shall not exceed \$290,000.
- iii. Shall continue to accrue: (x) earnings pursuant to Section 28.B.3.b., for purposes of final average earnings; and (y) vesting service under the Pension Plan.
- iv. Years of credited service shall be calculated and frozen in the Pension Plan as of the Participant Pilot’s entry date into the MBCBP. Pension Plan accruals for the plan year June 1, 2027 to May 31, 2028 will be pro-rated 7/12ths to reflect MBCBP accruals effective January 1, 2028.

Example pension proration for pilot electing MBCBP: A pilot who elects to transition to the MBCBP has final average earnings that exceed \$290,000 and has 20 years of service as of June 1, 2027. Their Pension Plan annual accrued benefit as of June 1, 2027 equals \$116,000 (2% x \$290,000 x 20). Their final Pension Plan accrual for the plan year June 1, 2027 to May 31, 2028 will equal \$3,383 (2% x \$290,000 x 7/12), resulting in a frozen Pension Plan annual accrued benefit equal to \$119,383.

- v. The age and service multipliers contained in Section 28.B.4. shall be applied to the Pension Plan benefit using the final average earnings calculated in accordance with Section 28.B.3. and the years of credited service calculated in accordance with this LOA Paragraph A.1.
- vi. Who have 25 years or more of credited service as of June 1, 2027 will receive an additional payment, paid by the Company through payroll, and subject to federal, state, and local taxes and withholdings, equal to 7/12ths of the difference between 18% of 2027 compensation (not subject to the Code Section 401(a)(17) limit) and 9% of 2027 compensation (subject to the Code Section 401(a)(17) limit). The Company shall make such payment as soon as administratively practicable after December 31, 2027 (and in no event later than 2½ months following the end of calendar year 2027). For the avoidance of doubt, the payment made pursuant to this section shall not be

pensionable compensation or compensation for the purpose of welfare benefit calculations.

- b. For Participant Pilots who elect to participate in the **Enhanced PRSP Benefit**:
- i. Upon the end of the election period, and no later than May 30, 2027, the total final average earnings taken into account under the Pension Plan, the Compensation Limit Plan, and the 415 Limit Plan shall not exceed \$290,000.
 - ii. Shall continue to accrue: (x) earnings pursuant to Section 28.B.3.b, for purposes of final average earnings; and (y) vesting service under the Pension Plan.
 - iii. Years of credited service shall be calculated and frozen in the Pension Plan as of the Participant Pilot's entry date into the Enhanced PRSP. Pension Plan accruals for the plan year June 1, 2027 to May 31, 2028 will be prorated 7/12ths to reflect Enhanced PRSP accruals effective January 1, 2028.

Example pension proration for pilot electing Enhanced PRSP Benefit:

A pilot who elects to transition to the Enhanced PRSP has final average earnings that exceed \$290,000 and has 20 years of service as of June 1, 2027. Their Pension Plan annual accrued benefit as of June 1, 2027 equals \$116,000 (2% x \$290,000 x 20). Their final Pension Plan accrual for the plan year June 1, 2027 to May 31, 2028 will equal \$3,383 (2% x \$290,000 x 7/12), resulting in a frozen Pension Plan annual accrued benefit equal to \$119,383.

- iv. Who have 25 years or more of credited service as of June 1, 2027 will receive an additional payment, paid by the Company through payroll, and subject to federal, state, and local taxes and withholdings, equal to 7/12ths of the difference between 18% of 2027 compensation (not subject to the Code Section 401(a)(17) limit) and 9% of 2027 compensation (subject to the Code Section 401(a)(17) limit). The Company shall make such payment as soon as administratively practicable after December 31, 2027 (and in no event later than 2½ months following the end of calendar year 2027). For the avoidance of doubt, the payment made pursuant to this section shall not be pensionable compensation or compensation for welfare benefit purposes.
 - v. The age and service multipliers contained in Section 28.B.4. shall be applied to the Pension Plan benefit using the final average earnings calculated in accordance with Section 28.B.3. and the years of credited service calculated in accordance with this LOA Paragraph A.1
2. With respect to a Participant Pilot who retires on or after April 8, 2026 and before June 29, 2026, the limit on total final average earnings taken into account under the Pension Plan, the Compensation Limit Plan and the 415 Limit Plan shall be \$340,000.

B. MBCBP Rate of Return Projections

1. The initial asset allocation of the MBCBP as provided in Section 28.C.11. shall be established with a forecasted investment return of at least 6.5% on a ten-year projected basis, subject to a market environment consistent with those at the time of the Tentative Agreement.
2. As part of the Agreement ratification process, the Company has agreed to and will provide the Association projected investment returns on a five, ten, and twenty-year horizon in accordance with Paragraph B.1.

C. MBCBP and Enhanced PRSP Benefit Transition Timeline:

The Company shall have the following milestones/deadlines regarding the MBCBP or Enhanced PRSP Benefit election and transition:

Milestone/Deadline	Requirement
June 29, 2026	Pension Plan amended to ensure pre-election closure of Pension Plan to Non-Participant Pilots.
July 1, 2026 – May 30, 2027	Executed MBCBP document and amendments to other plans, including the PRSP. <ul style="list-style-type: none"> • October 2026 – Draft MBCBP plan document and other plan amendments to ALPA for review. • November 2026 – ALPA returns comments on draft MBCBP plan document and other plan amendments. • December 15, 2026 – Draft MBCBP Plan and other plan amendments.
January 30, 2027	“New year” Company communication to pilots regarding upcoming election with basic MBCBP and Enhanced PRSP Benefit information.
March 31, 2027	Interim reminder communication regarding upcoming election.
April 1, 2027	Summary Plan Description for MBCBP and PRSP with Enhanced PRSP Benefit posted on website accessible to pilots.
April 1 – 15, 2027	Election Packets (including FAQs or equivalent information) distributed via first-class mail to pilots.

April 15 – May 30, 2027	45-day Election period (with access to online modeling tool and open call center).
June 30, 2027	Confirmation of election statement sent to each pilot (via first-class mail)
January 1, 2028	Start date of MBCBP and introduction of Enhanced PRSP Benefit.
April 1, 2028	Compensation Credit statement mailed to pilots, consistent with the pilot’s specified communications preferences, with a DOH on or after June 29, 2026, who will be starting with a balance equal to the sum of the Compensation Credits that would have accrued if the MBCBP had been established prior to the pilot’s DOH.

D. Election Kits

Between April 1 and no later than April 15, 2027, the Company shall issue each Election Eligible Pilot an election kit (via both electronic mail and first-class mail) which shall include the following:

3. The election window period.
4. Generalized comparison of plan benefits, plan features, and options under the Pension Plan, MBCBP, and the Enhanced PRSP Benefit.
5. A link to the online interactive modeler (to be available during election period) and instructions on how to use the online modeler.
6. MBCBP beneficiary designation method and PRSP beneficiary designation reminder.
7. Election method for MBCBP or Enhanced PRSP Benefit.
8. An explanation of the default in the event no election is made by an Election Eligible Pilot.

E. MBCBP/Enhanced PRSP Benefit Election Procedures

1. The Company shall prepare a communication focused on the MBCBP/Enhanced PRSP Benefit election, the election window, and the default in the event of no election. The Company shall issue this communication at the start of the election period to each Election Eligible Pilot via email and posting on PFC.
2. During the election period, pilots shall have access to an online modeling tool and an election call center.

3. An Election Eligible Pilot shall have the ability to make an election, or change the election, an unlimited number of times during the election window.
4. Elections shall be made online or via telephone call to the election call center.
5. Within a reasonable period after the close of the election window, but no later than June 30, 2027, the Company shall issue a confirmation statement (via both electronic mail and first-class mail) to each Election Eligible Pilot confirming their election.

F. Costs

The Company shall pay the costs of educating the Election Eligible Pilots on the new MBCBP and Enhanced PRSP Benefit, including the costs of the online interactive modeler and call center used during the election period.

G. Ongoing Implementation Measures

The parties have endeavored to capture the details necessary for the transition to, and administration of, the MBCBP or Enhanced PRSP Benefit as provided in Section 28 and this LOA. However, such matters remain complicated and may require additional measures. Such measures may be implemented if agreed upon in writing by the Vice President, Labor & Employment, and the Association's MEC Chairman.

H. Effective Date and Duration

This LOA shall be effective on June 29, 2026 and shall remain in full force and effect concurrent with the basic Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this MBCBP/Enhanced Pilots' Retirement Savings Plan Benefit Implementation Letter of Agreement.



Jeffery Robertson
Vice President

Legal Department
Labor & Employment
3620 Hacks Cross Road
Building B, 3rd Floor
Memphis, TN 38125

Tel 901-434-8520
jeffery.robertson@fedex.com

14apr26 TA document

June 29, 2026

Captain Jose Nieves
FedEx Master Executive Council Chairman
Air Line Pilots Association, International
1555 Lynnfield, Suite 101
Memphis, TN 38119

Re: Section 28.F. Retirement Bonus

Dear Captain Nieves:

The parties have agreed to the following exceptions to Section 28.F. bonus eligibility as part of their June 29, 2026, Agreement:

Withdrawal of December 31, 2022, 2023, 2024 & 2025, Retirement Re-Notice:

- A pilot who submitted advance written notice of planned retirement to occur December 31, 2022, 2023, 2024, & 2025, and then revoked such notice, shall be allowed to submit another advance written notice of planned retirement, provided the new planned retirement date is in the month of the pilot's 65th birthday or December 31.

Waiver of One Year Notice Requirement For Section 28.F. Eligibility Program

- Within 15 days of June 29, 2026, the Company shall announce via FCIF an "Early-Retirement Section 28.F. Eligibility Program" (the Program). This will allow certain eligible pilots to affirmatively elect to retire in a pre-determined period and still receive a Section 28.F. bonus despite not otherwise meeting the Section 28.F. 1-year notice requirement.
- Pilots eligible for this Program are pilots who are age 60 and older as of June 29, 2026, and who would otherwise meet the requirement for eligibility for a Section 28.F. bonus. This eligibility also includes pilots who are age 60 and older who (1) have already provided their Section 28.F. notice or (2) have, within twelve months prior to June 29, 2026, withdrawn or failed to provide a Section 28.F. notice.
- Pilots eligible to provide a renewed 28.F. notice pursuant to the first provision of this letter may participate in this Program or elect to retain all rights provided under that provision.

- The FCIF shall include:
 - Crew positions (including pilots activated in, and/or awarded/assigned to such crew positions) eligible to participate in this Program based on Company staffing needs.
 - An initial estimate of the number of retirements by crew position that will be permitted per month under this Program as well as the program's end date based on Company staffing needs;
 - A Company designee whom an eligible pilot may email to elect to participate in this Program and a time period in which to email that designee.
- A pilot wishing to take part in this Program shall then email that designee within the designated time period indicating their desire to participate in this program and their preferred retirement date. This email shall constitute the pilot's one-time Section 28.F. election.
- The Company shall then select pilots to participate in this Program (including month of retirement based on crew position) in seniority order.
- In addition to the above, pilots who as of June 29, 2026, have already provided a Section 28.F. retirement notice to occur between January 1 and May 31, 2027, but are not otherwise eligible for the Program based on crew position, may within the election period detailed above, email the Company designee and, on a one-time basis, change their Section 28.F. notice to retire to a new, earlier date in a different month.
- A pilot may not revoke the pilot's election notice once provided. If a pilot is not selected in the Program, the pilot's election notice is considered null and void and, to the extent permitted by the Agreement, the pilot may then submit an End of Career Sick Leave/Advance Notice of Planned Retirement in accordance with Section 28.F.1.

[Signature blocks]

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. LPT MOU (2025)
 - b. EUR Base Closure MOU (2024)
 - c. HKG Base Closure MOU (2022)
 - d. Maintenance Data Program MOU (2021)
 - e. ASAP and FOQA Data Sharing MOU (2020)
 - f. ~~a-~~ Aviation Safety Action Program for Flight Deck Crewmembers (ASAP) MOU (2014)2022) with ASAP MOU Letter dated August 28, 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) and LOSA Letter dated May 20, 2025
- 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~~ June 29, 2015 ~~2026~~ (the first day of the ~~November 2015~~ July 2026 bid period), and shall continue in full force and effect through the last day of the ~~October 2021~~ December 2030 bid period and shall annually renew itself without change ("Agreement Renewal") through the end of each ~~October~~ December 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~~ 90 days but not more than 180 days prior to the last day of the ~~October 2021~~ December 2030 bid period or the last day

of the ~~October~~December bid period in any year thereafter. If neither party provides such written notice of intended change, a 3.5% hourly rate increase shall be applied to the Section 3 pay rates then in effect for the following Agreement Renewal year, effective on the first day of the January bid period in that year; there shall be no other changes to the parties' Agreement. If either party timely serves a written notice of intended change, the 3.5% hourly rate increase for the following Agreement Renewal year shall not apply.

2. Notwithstanding the duration clause set forth in Section 31.C.1. above, ~~either party may, at its election,~~the Company may 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 ~~that~~(in whole or in part), or similar flight and duty time regulations, 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.ac. 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.

Amendable Period Recovery Payments LOA (2026)

LETTER OF AGREEMENT
between
FEDERAL EXPRESS CORPORATION
and
THE AIR LINE PILOTS
in the service of
FEDERAL EXPRESS CORPORATION
as represented by
THE AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

Amendable Period Recovery Payments

This Letter of Agreement (“LOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between FEDERAL EXPRESS CORPORATION (hereinafter referred to as the “Company”) and the pilots in the service of FEDERAL EXPRESS CORPORATION, as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the “Association”).

WHEREAS, the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules, and working conditions for the Company’s pilots (hereinafter referred to as the “basic Agreement”), effective on June 29, 2026, and

WHEREAS, pay rates under the amended Agreement will be effective on June 29, 2026, and

WHEREAS, the parties have agreed to one-time supplemental, Amendable Period Recovery Payments in recognition of service following the amendable date of the 2015 basic Agreement, and

WHEREAS, an efficient and straightforward approach to calculating and determining recovery payments will be based on amounts for each pilot that are consistent and proportionate,

NOW, THEREFORE, the parties agree as follows:

A. Definitions

1. Amendable Period

Beginning November 2, 2021, and ending June 28, 2026.

2. Eligible Pilot

A “pilot” (Section 2.106) who was an “active pilot” (Section 2.3) during the Amendable Period, and shall also include pilots described in Section 10. For a bid period, the pilot shall be an Eligible Pilot if the pilot was an “active pilot” during any portion of the bid period.

[Note: this language encompasses a new hire pilot on DOH]

Amendable Period Recovery Payments LOA (2026)

B. Calculation of Payments

1. An Eligible Pilot's Amendable Period Recovery Payment (APRP) shall be as follows:
 - a. For the November 2021 and December 2021 bid periods:
 - i. Captain: \$100 per bid period
 - ii. First Officer: \$69 per bid period
 - b. For the January 2022 bid period through the December 2022 bid period:
 - i. Captain: \$256 per bid period
 - ii. First Officer: \$176 per bid period
 - c. For the January 2023 bid period through the December 2023 bid period:
 - i. Captain: \$658 per bid period
 - ii. First Officer: \$452 per bid period
 - d. For the January 2024 bid period through the December 2024 bid period:
 - i. Captain: \$1,687 per bid period
 - ii. First Officer: \$1,158 per bid period
 - e. For the January 2025 bid period through the December 2025 bid period:
 - i. Captain: \$4,328 per bid period
 - ii. First Officer: \$2,971 per bid period
 - f. For the January 2026 bid period through the May 2026 bid period:
 - i. Captain: \$11,100 per bid period
 - ii. First Officer: \$7,597 per bid period
 - g. For the June 2026 bid period:
 - i. Captain: \$11,155
 - ii. First Officer: \$7,659
2. The eligibility for the applicable APRP for a bid period shall be determined by the pilot's "current crew position" (Section 2.35) in that bid period.

Amendable Period Recovery Payments LOA (2026)

3. For a bid period, the pilot's current crew position shall be the highest current crew position during any portion of the bid period.

4. Service in the Uniformed Services (More than 30 days)

A pilot who was not an "active pilot" during the Amendable Period due to service in the uniformed services shall be treated as if the pilot was an "active pilot" during that time period. If the crew position selected by the pilot upon the pilot's return is higher than the pilot's "current crew position" (Section 2.35), that higher crew position shall be used in calculating the pilot's APRP, with the pilot deemed to have changed crew positions on the date the first junior pilot from that System Bid (including new hires) activated in that crew position.

5. A former pilot who died or retired during the Amendable Period shall be considered an Eligible Pilot and entitled to the APRP through the last date of the former pilot's employment, unless otherwise excluded (e.g., the former pilot was not an "active pilot" in a specific bid period prior to the last date of employment).
6. A pilot who voluntarily resigned from their employment or was terminated for "just cause" during the Amendable Period is not an Eligible Pilot and not eligible for an APRP. In the event that such a pilot is reinstated, the pilot shall be entitled to the APRP.

C. Treatment of APRP

1. The APRP will be paid in cash and will be treated as pensionable wages for the year the APRP is paid. The APRP will also be considered eligible for PRSP non-elective contributions, subject to applicable contractual and Internal Revenue Code limitations.
2. Applicable federal, state, and local taxes as well as Association dues will be withheld from the APRP at the supplemental withholding rate.

D. Data, Distribution, and Disputes

1. Data

The Company will provide the relevant data to ALPA by August 2, 2026, which details each Eligible Pilot (with employee number) and projected APRP, with a breakout of applicable bid periods and current crew position for each of those bid periods. ALPA will facilitate distribution of the Company data to pilots in order to provide pilots an opportunity to review the data and allow the Company to correct any errors.

Amendable Period Recovery Payments LOA (2026)

2. Distribution

The APRP will be made in a single payment as soon as practicable following the effective date of the new amended Agreement, but no later than September 15, 2026.

For a pilot currently performing service in the uniformed services for more than 30 days (long term military leave), the pilot will receive an initial payment as described above as if the pilot was in an active status. Upon return to active status, the pilot will receive a final payment for a selected higher crew position (as provided in Paragraph B.4. of this LOA) within 60 days of the pilot's return.

There will be retained from the total estimated individual payments a sufficient reserve holdback of five percent (5%) of the sum of estimated individual payments to correct any inadvertent errors or omissions in the individual calculations and distributions, and to cover any litigation or other disputes. These holdback funds will be retained by the Company in an interest bearing escrow account and distributed as directed by written authorization of the MEC Chair and President (or their designees), after consultation with ALPA legal counsel. Excess residual holdback funds which remain that are not needed for corrective purposes and coverage of litigation or other disputes shall be proportionally distributed to each Eligible Pilot pursuant to the same formula above.

3. Disputes

a. Disputes growing out of the application or execution of this LOA shall be subject to Section 20 of the basic Agreement. The Section 20.B.1. timeline for filing of a grievance shall not commence until 30 days from ALPA's distribution of APRP data to the pilots, or, for pilots returning from service in the uniformed services for more than 30 days (long term military leaves of absence) until 60 days from the pilot's return to active status. A single Section 20.D.1. hearing shall be held no later than 15 days (unless another date agreed to by the parties) for any disputes not involving a pilot(s) returning from service in the uniformed services for more than 30 days. For a dispute involving a pilot(s) returning from service in the uniformed services, the hearing shall be held out of order and without consideration of prior filed Section 20 grievances.

b. A single, non-disciplinary Section 21.A.2. 3-person System Board shall have and retain jurisdiction for any Section 20.E. appeal from a decision rendered in a dispute as described in Paragraph D.3.a. above. Except for a dispute

Amendable Period Recovery Payments LOA (2026)

involving a pilot(s) returning from service in the uniformed services for more than 30 days, the disputes shall be consolidated for a single session (with continued settings if necessary). The Company and ALPA agree that the session will not “take a slot” of previously scheduled regular sessions, and will be held out of order and without consideration of “oldest cases first”. The parties will meet and confer to select a System Board Chairman and date at least 60 days prior to the 21.D. arbitration hearing.

- c. For a dispute involving a pilot(s) returning from service in the uniformed services, the same single, non-disciplinary Section 21.A.2. 3-person System Board shall have jurisdiction.

E. Effective Date and Duration

This LOA is effective on June 29, 2026, and shall remain in full force and effect concurrent with the basic Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Amendable Period Recovery Payments Letter of Agreement.

LETTER OF AGREEMENT
between
FEDERAL EXPRESS CORPORATION
and
THE AIR LINE PILOTS
in the service of
FEDERAL EXPRESS CORPORATION
as represented by
THE AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

MEDIATION

This Letter of Agreement (“LOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between FEDERAL EXPRESS CORPORATION (hereinafter referred to as the “Company”) and the pilots in the service of FEDERAL EXPRESS CORPORATION, as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the “Association”).

WHEREAS, the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules, and working conditions for the Company’s pilots (hereinafter referred to as the “basic Agreement”), effective on _____, and

WHEREAS, the parties agree that the following terms and conditions shall govern the Administrative Grievance Mediation Process.

NOW, THEREFORE, the parties agree as follows:

A. Mediation Process

1. The grievance mediation process, hereinafter referred to as the “Mediation Conference,” shall be scheduled by mutual agreement of parties. A total of three Mediation Conferences may be scheduled by the parties each calendar year. Each Mediation Conference shall be scheduled for two consecutive days of a single week, with a maximum of two cases heard per day. A Mediation Conference shall be in addition to any hearing dates scheduled in accordance with Section 20, unless the parties agree otherwise.
2. Each party shall be entitled to designate a maximum of six cases per calendar year for mediation, unless otherwise agree to in writing by the parties. Only cases grieved pursuant to Section 20 of the Agreement and Appealed pursuant to Section 21 are eligible for mediation.
3. The Company and the Association shall designate a case for mediation and appeal within the Section 20.E. time limits (including modified time limits by agreement).

Mediation LOA (2026)

4. The Company and the Association may designate a particular case to be heard at the next available Mediation Conference, so long as that Conference is not within the next 30 days, at the time they confer pursuant to Section 21.B.1.
 - a. The Association may designate a case for Mediation by informing the Company in writing of this designation and also submitting a Section 21.B.3. Appeal to the Company that does not identify a neutral System Board member or System Board setting.
 - b. The Company may designate a case for Mediation only after the Association has indicated an intent to appeal the matter before the System Board of Adjustment. The Company shall designate the matter for mediation in writing to the Association and the Association shall have 10 days following that notice to submit a Section 21.B.3. Appeal to the Company that does not identify a neutral System Board member or System Board setting.
 - c. At the earliest possible time following either party's designation of a case for mediation, the parties shall forward to the mediator the Section 20 Grievance and Decision Letter, as well as the Section 21.B.3. Appeal.
5. The Company and the Association shall each appoint a principal spokesperson for each case at a Mediation Conference and provide written notice of that spokesperson to the other party at least 15 days prior to the mediation.
6. Either party may present the mediator with a brief written statement of the facts, the issue(s), and the arguments in support of positions taken. This written statement shall be treated as confidential, and not provided to the other party, unless otherwise agreed to by the parties. If a party elects to forego a written statement, it may make a confidential oral statement to the mediator. The parties may further agree to make opening statements before the other party at the beginning of the Mediation Conference.
7. No audio or video recording of the Mediation Conference, or any written transcript, shall be made.
8. The mediator shall have the authority to meet separately with either the Association or the Company in the Mediation Conference
9. If no settlement is reached during the Mediation Conference, the mediator shall provide the parties with a timely, written advisory decision, unless the parties mutually agree that no such decision is required. When rendering an advisory decision, the mediator shall state the grounds for such decision, however, any written decision may be in an abridged format.
10. Within 30 days of the issuance of a Paragraph 9 decision (or agreement that no decision is required), and following a Section 21.B.1. conference, ALPA shall update its Appeal to designate the matter before a System Board neutral at an agreed upon System Board setting, no other changes to the Appeal shall be

made, without the agreement of the parties.

11. Grievances settled during a Mediation Conference shall be considered non-precedential/non-referable, unless the Association and the Company otherwise mutually agree, in which case the parties shall document their understanding.
12. In the event a grievance which has been the subject of a Mediation Conference is subsequently heard before the System Board of Adjustment, the mediator may not serve as the arbitrator for that or a related proceeding. During the Board proceeding on such a grievance, no reference shall be made to the fact that the grievance was the subject of a Mediation Conference, nor shall there be any reference to statements made, documents provided, or actions taken by either the mediator or the participants during the course of a Mediation Conference, unless the party offering such statements, documents or actions would have had access or entitlement to them outside of the Mediation Conference.
13. The Mediation Conference panel shall be made up of one mediator unilaterally selected by each party and one mediator that is mutually agreed to by the parties. Prior to scheduling the next year's Mediation Conferences, each party may elect to strike one mediator from the panel. A party may not strike a mutually agreed to mediator or a mediator unilaterally selected by the other party until that mediator has been on the current Mediation Conference panel for two consecutive years. The parties shall use the Section 21.E.2.c. process to replace any mutually agreed to mediator.
14. Upon the selection of the mediator, the parties shall provide the mediator with an introduction letter setting forth the parties' expectations for this process, including how it may differ from traditional mediation.
15. The parties shall equally share the fees and expenses of the mediator and any conference facilities costs.

B. Ongoing Implementation Measures

The parties foresee that with this new mediation process measures facilitating the implementation and administration of this LOA may be needed. To that end, those measures may be implemented if agreed upon in writing by the Vice President, Labor & Employment and the Association's MEC Chair.

C. Effective Date and Duration

This LOA is effective on the date signed and shall remain in full force and effect concurrent with the basic Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Mediation Letter of Agreement this _____ day of _____, _____.



LETTER OF AGREEMENT
Between
FEDERAL EXPRESS CORPORATION
and
THE AIR LINE PILOTS
in the service of
FEDERAL EXPRESS CORPORATION
as represented by
THE AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

Implementation and Transition

This Letter of Agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between FEDERAL EXPRESS CORPORATION (hereinafter referred to as the “Company”) and the pilots in the service of FEDERAL EXPRESS CORPORATION, as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the “Association”).

WHEREAS, the Company and the Association wish to provide for orderly implementation of the basic Agreement.

NOW, THEREFORE, the Company and the Association agree as follows:

The basic Agreement shall have a general effective date of June 29, 2026. The Association and the Company shall work together to develop provisions for transitioning from the current provisions to the basic Agreement.

Items described in the attached Appendix A shall be implemented and automated on the schedule set forth therein, unless otherwise agreed to by the parties.

This LOA is effective on June 29, 2026, and shall remain in full force and effect concurrent with the basic Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Implementation and Transition Letter of Agreement.

Appendix A Implementation/Automation Appendix

This Appendix sets out the timeline upon which each of the identified changes in the Tentative Agreement will be implemented and automated following ratification.

The timeline is divided into four phases. The parties have attempted to list all the required changes, recognizing that the Agreement itself is the “full and complete agreement between the parties.” The date listed for each phase is a date beyond which the Company would be in violation of the Agreement if it has not implemented and automated the change.

Yellow highlighted items will be implemented at DOS (Phase 1) but applied manually until automation is complete. The applicable date in the “Phase column” will be the implementation date of the automation.

Phase 1-DOS – Effective date of the Agreement, June 29, 2026.

Phase 2 –Implementation of these items will be effective the first day of the December 2026 bid period.

Phase 3 – Implementation of these items will be effective the first day of the August 2027 bid period.

Phase 4 – Implementation of these items will be effective the first day of the October 2027 bid period.

Implementation LOA & Appendix (2026)

Section	Reference	Summary	Phase	Notes
1	1.A.; B. flush; B.3		1	
1	1.B.6.	Wet lease formula & PCYNAD Methodology document	1	Jan bid period following DOS; PCYNAD as stated
1	1.B.7.		1	
1	1.B.9.	Scope Reporting and Meeting Obligations	1	
1	1.B.10.	No furlough provision	1	
1	1.B.11.	Wet lease penalty during furlough	1	
1	1.C.	Parent, Affiliates, and Alter Ego Prohibition	1	
1	1.D.	Acquisition and Successorship	1	
1	1.E. and F.	Expedited Grievance; Disruption of Company Business	1	
1		Holding Company Letter agreement	1	
2	2.6	Definition of Affiliate in Section 1	1	
2	new	Definition of BPO pilot in Section 7	1	
2	new	Definitions of Cockpit Voice Recorder, Flight Data, and Flight Data Recorder in Section 26	1	
2	new	Definition of Control in Section 1	1	
2	new	Definition of Entity in Section 1	1	
2	new	Definition of "not operationally feasible" in Section 1	1	
2	new	Definition of Scope Penalty Rate (SPR) in Section 1	1	
2	new	Definition of Sunrise Sort Duty Period in Section 25 Appendix A (also in Section 12)	1	
3	3.A.	New hire paid 2.25 CH per day	1	
3	3.C.	Increased Pay Rates	1	
3	3.C.7.	FDA 70% NBFO, Y2	1	
3	3.E.1.a.i.	new hire check	1	
3	3.E.1.b.	new hire check	1	
4	4.A.2.b. and c.; A.6.	Deletion	1	
4	4.F.2.b. and d.	MPDP and Duty Rigs	1	
4	4.I.4.a.i.	End delay in FDA phase-in pay deduction (FDA LOA S)	1	
4	4.I.6.c.	Formula for pay maintaining currency	1	Pay affected pilots 17-13 within 120 days of DOS
4	4.O.1.	Base standby pay: trip rig/R-day value	1	current practice
4	4.O.4.	Overrage based on trip from BHS	1	current practice
4	4.T.	PNP for bid period + 1	2	
4	4.W.	New Disruption Pay triggers	2	pay log submission until 2
4	4.W.1.	Add PRO, PNP, SMU, RSV (for R-24 pilots)	2	pay log submission until 2
4	4.W.1.a.	Landing disruption: each extra landing pays 1:30 CH	2	pay log submission until 2
4	4.W.1.b.	DH deleted Int'l trip: 3 CH	2	pay log submission until 2
4	4.W.1.c.	Layover disruption: 1 CH/1.5 CH/3 CH tier	2	pay log submission until 2
4	4.W.1.g.	New Day to Critical disruption: 1:30 CH per trip	2	pay log submission until 2
4	4.W.3.	Include DH deleted at beginning of trip	2	pay log submission until 2
4	4.Y.1.	Add PRO, PNP, SMU, RSV (for R-24 pilots)	2	pay log submission until 2
4	4.Y.2.	same as 4.W.3.	2	pay log submission until 2
4	4.GG.2.	Include GSO and LGG in exceptions	4	GSO current practice
5	5.A.1	\$2.85/\$3.00	1	DOS/DOS+24
5	5.A.2.	\$3.85/\$4.05	1	DOS/DOS+24
5	5.A.7.	Expense report notification system	3	
5	5.B.1.h.	Include IND for Day period sleep room	2	
5	5.B.2.f.	private space for expressing	1	In compliance for domestic ops
5	5.B.3.a.	create Joint Hotel Criteria List	2	
5	5.B.3.a.i.	implement new "safe" and "quiet" parameter	1	
5	5.B.3.a.v.	implement new "environmental controls" parameter	1	
5	5.B.3.b.	"Approved Hotel List" and hotel dispute resolution process	2	
5	5.B.3.d.ii.	Timeline for Company decision	2	
5	5.B.4.	no receipt or folio with expense report	1	
5	5.B.5.	Company provided electronic availability of Approved Hotel List w/ hotel of concern designation	2	
7	7.G.1.	Ability to waive 24hr int'l duty buffer on front end	2	
7	7.G.5.a.	"by more than 6 hours" increased to 7	2	
7	7.G.6.	Vacation buyback limits	1	

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7	7.I.1.	4.A.1. prohibition	1	
7	7.I.2.a.	Voluntary cancelation done in seniority order	1	current practice
7	7.I.2.b.	24 CH formula for voluntary cancelations	3	
7	7.I.3.	required 2 vol. request prior to invol.	1	
7	7.I.3.a.	Involuntary cancelation done in reverse seniority order	1	current practice
7	7.I.3.b.	30 days notice from bid period	1	
7	7.I.3.c.	new 36 CH additional compensation	1	
7	7.I.4.	BPO Pilot: 7.I.2.b. only for vol.; 7.I.3.b.-f. only for invol.	1	
8	8.A.3.b.	AACL and dispute process	1	
8	8.A.5.a.	Company must book economy class tickets with an opportunity for seat selection when its available on a commercial flight	1	current practice
8	8.A.5.d.	Incorporation of 18-05 settlement	1	current practice
8	8.C.2.a.ii.	Three additional bid periods, then 50% deduction into HACB	2	
8	8.C.2.h	Increase in cancelations and increase in HACB limits	2	
8	8.C.3.a.iii.	Seat selection fees to \$100 and eliminate distinction flight/sequence	2	Insite submission until 2
8	8.C.3.b.ii.	Rental car (surface transportation) add to deviation expense	1	
8	8.C.3.d.iv.	Hotel room over SUB Window as allowable/reimbursable expense	3	Insite submission until 3
8	8.C.5.b.	Receipt required limit increased to \$75	2	Insite submission until 2
8	8.C.5.c.	Improv'd DBA balance access	3	
12	12.A.8.	Extension limits and specific flight clarification	2	
12	12.A.9.b.iii.	Fatigue call: "well" after 24 hours from removal	2	
12	12.A.12.	Study pairing pay	1	
12	12.B.1.a.	Notification to revised showtime and GT	3	
12	12.B.3.a.iii.	Launched base airport standby subject to operational limits	2	
12	12.B.3.b.ix.	Launched BHS limit 30/72 hours	2	
12	12.C.2.b.	8-in-24 (scheduled to exceed): Min rest of 9 hours to 9:30	2	
12	12.C.2.c.ii.(a)	Minimum of 8 hours increased to 9 if not receive rest b/c headwinds, ATC delays, etc	2	
12	12.C.2.d.i.(c); 12.C.6.b.ii.	Exception pairing: operational rest 12 to 11	2	
12	12.C.2.d.i.(c); 12.C.6.b.ii.	Exception Pairing: SIG may approve scheduled rest of at least 12	2	
12	12.C.2.d.iii	Exception pairings: designated in bid pack and VIPS	2	
12	12.C.3.a.	Layover min: 8 to 8:30 preceding DH	2	
12	12.C.3.d.	SIG approval exception for SDDH	2	
12	12.C.6.a.	Domestic Rest scheduled: 9 increased to 9:30	2	
12	12.C.6.a.	Domestic Rest operational: 8 increased to 9	2	
12	12.C.6.a.	Domestic Rest scheduled (DH only): 8 increased to 8:30	2	
12	12.C.6.a.	Domestic Rest operational (DH only)	2	
12	12.C.6.b.i.	8-in-24: if exceed, operational rest not less than 11	2	
12	12.D.1.d.i.	no 24hr buffer for 12.D.1.c.i. trips	2	
12	12.D.1.f.	Crew augmentation 3 or 4	3	
12	12.D.1.j.	Sleep kits for augmented crews	1	
15	15.B.1.	FAA expenses: from \$300 to \$400, and DOS+3 to \$450	1	
21	Mediation LOA		1	
23	23.A.1.	New process and requirements	1	
23	23.A.8.	Changes corresponding to 23.A.1.	1	
25	25.A.7.b.i.(c)	open time admin system pause due to operational disruption and notification obligations	2	
25	25.A.7.c.	Trip versions available for at least 365 days	3	
25	25.B.3.	No printed bid packs at bases	1	
25	25.C.4.	New closing times/dates for monthly bid	2	
25	25.C.11.	New dates/times for published bid awards	2	
25	25.C.13.	Student Lines	4	
25	25.D.3.e.	Minimum of 20% R-24 lines; minimum of 20% of non R-24 lines in MEM and IND will use R-3 callout	3	
25	25.E.1.a.	all-in-one for waiver of min days off for phase-in and recurrent	2	
25	25.E.1.b	ability to opt out of student lines	4	
25	25.E.2.	new time for beginning Conflict Input Window	2	
25	25.E.4.a.	add SMU bids in View/Add	4	
25	25.E.6.	SWW 115hrs & begins at 1700 day following posting View/Add results	2	

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25	25.F.6.a.	Phase-in conflict with R-day: block dropped made available in open time and View/Add	1	
25	25.G.1.	Delete last sentence	1	
25	25.G.2.a.	Open time release required base airport standbys	1	
25	25.G.2.c.	3 hour open time requirement	2	
25	25.G.2.c.	R-24 assignment no earlier than 168 prior to showtime (after 3 hour)	1	
25	25.G.3.b.iii.	Add SMU	4	
25	25.H.4.	hotel reimbursable/allowable expense during SUB window	3	Insite submission until 3
25	25.H.12.a.	SUB in SMU status: reject SUB-revert to SMU	4	
25	25.H.12.b.	SUB in SMU status: if forfeit trip guarantee-makeup as SMU original trip guarantee less SUB guarantee	4	
25	25.L.1.a.	Real time trip trading	3	
25	25.L.1.h.	No drop, trade, or proffer of trips assigned as PMU	2	
25	25.L.2.c.	If Company adds BHS to address reserve staffing, not considered in Max Open formula or Reserve Forecast	1	
25	25.L.4.d. and 5.c.	Increase the "by more than 6 CH" to 7 CH	2	
25	25.L.5.d.	dropped PNP reverts to general makeup	1	current practice
25	25.L.6.b.vii.	Add SMU to processing order	4	
25	25.L.6.e.	Increase the "by more than 6 CH" to 7 CH	2	
25	25.L.9.a.ii.	Processing trip trades at least 1 hour prior to showtime	2	
25	25.L.6.f.	If a SMU trip is dropped as provided in Section 25.L.3.a., those CH revert to general make up (M/U).	4	
25	25.L.8.a.	Increase the "by more than 12 CH" to 13 CH	2	
25	25.L.9.c.	Pilots ability to trade a block of R-Days with another pilot's trips	2	
25	25.L.14.b.i.	Add SMU	4	
25	25.L.16.	Open trip notification system	3	
25	25.M.1.b.	Added "including any assignment from a standby period" to reserve pilot limit	1	
25	25.M.3.a.vii.	R-24 to base hotel standby limited to once per bid period; any add with pilot consent 3 CH	1	
25	25.M.3.e.	R-24 assignment limits	2	
25	25.M.4.	First Fly: preference for a specific activity or a general submission regardless of current availability	2	
25	25.M.5.c.v.; 25.M.6.a.ii	multiple report statuses: leveling and other treatment	2	
25	25.M.6.a.	Reserve assignment 60 TAFB or less: First Fly first	2	
25	25.M.6.b.	Reserve assignment more than 60 TAFB: First Fly considered first	2	current practice
25	25.M.6.c.	Elimination of 75% limit on first fly	2	
25	25.N.4.b.	New AVA days and required approval	1	
25	25.N.4.c.	AVA: Restriction on obtaining AVA on a day(s) formerly covered by a trip removed via 25.L.3.a. and d., L.8.	4	
25	25.O.1.	DRF: receive text and/or crew notifications	3	parties will meet within 60 days of DOS to begin to discuss and agree to specifics regarding information given and pilot response methodology
25	25.O.2.	DRF: more 4hrs showtime; 15 min response; assigned by least DRF in prior 180 days	3	
25	25.O.3.	DRF: less 4hrs showtime; process in order received	3	
25	25.S.2.	add SMU, PRO, RSV (for R-24 pilots) to disruption eligible	2	pay log submission until 2
25	25.S.2.a.	Landing disruption	2	pay log submission until 2
25	25.S.2.b.ii	DP Disruption: New trigger for a deadhead deleted at the beginning of the trip	2	pay log submission until 2
25	25.S.2.b.iii.	Duty period disruption-standby prior to DH automation	2	not new, automation needed; pay log submission until 2
25	25.S.2.b.iv.	Maintenance and weather exceptions further limited	2	prior needs automation as well; pay log submission until 2
25	25.S.2.c.	New Layover Disruption triggers	2	pay log submission until 2
25	25.S.2.g.	New Day to Critical Disruption	2	pay log submission until 2
25	25.V.	Extra DP: add SMU, PRO, and RSV (for R-24 pilots) to eligibility	2	
25	25.V.3.	Hotel standby that exists b/w legal rest periods counts	1	current practice
25	25.Y.1.	Jury Duty: Provide Company notice of jury duty no later than 3 business days pilot acquires knowledge	4	
25	25.Y.3.	call-in converted to in-person, pilot shall promptly notify the PAC	4	
25	25.Y.4.	If released, pilot shall notify PAC within next business day	4	
25	25.Y.5.	December Jury Duty: the pilot may be required to make a good faith attempt to defer or establish an alternate date(s)	4	
25	25.AA.6.b.	Increase the "by more than 6 CH" to 7 CH	2	

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26	26.A.1.	Flight Data protections	1	
26	26.A.2.	Flight Data in Training protections	1	
26	26.A.3.	Third Party Release and protections	1	no 3rd party release until new NDA
26	26.A.3.b.ii.	Agreed-upon non-disclosure agreement	see note	prior to any third party vendor release
26	26.A.4.	No video recordings in flight deck	1	
26	26.A.5.	New program/device protections/procedures	1	
26	26.D.	Electronic bulletin board	4	
26	26.H.	Gender Neutral pronouns	1	
26	26.J.2.	BP4 status from anywhere to base for trip or other activity	1	
26	26.J.2.a.	13:30 includes ticketed commercial air travel (TCAT)	1	
26	26.J.2.b.	1:30 between block in and showtime changed to 1:00	1	
26	26.J.2.d.	No harm/ no foul includes the TCAT with back up plan	1	
26	26.K.4.b.v.	add "scheduled base airport standbys"	1	
26	26.M.1.	Company notification 210 days for passport to pilots	2	
26	26.M.2.	Pilot validate within 180 days from passport expiration	2	
26	26.M.4.	Company may require 2 passports for a particular fleet	1	
26	26.N.4.	The Company shall not use a pilot's log-in credentials (e.g., Apple ID) to access information not already resident on any company-issued device (e.g., iPad)	1	
26	26.Q.3.	Pilot must elect printed CBA within 120 FCIF notice; electronic only for pilots hired after EDA	1	
26	26.Y.7.	add Section 15	1	
26	26.CC.	Medical Freedom provisions	1	
28			1	1 unless otherwise provided in section
31	31.A.	update list of agreements	1	
31	31.C.	effective date, opener, renewal, and 117 re-opener language	1	
Amendable Recovery Payments LOA			1	1 unless otherwise provided in LOA
28 LOA			1	1 unless otherwise provided in LOA

