

## 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. ~~c.~~ 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.