

## 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.]