

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 [REDACTED], 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).
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

41 within the next 30 days, at the time they confer pursuant to Section 21.B.1.

42 a. The Association may designate a case for Mediation by informing the
43 Company in writing of this designation and also submitting a Section 21.B.3.
44 Appeal to the Company that does not identify a neutral System Board member
45 or System Board setting.

46 b. The Company may designate a case for Mediation only after the Association
47 has indicated an intent to appeal the matter before the System Board of
48 Adjustment. The Company shall designate the matter for mediation in writing
49 to the Association and the Association shall have 10 days following that
50 notice to submit a Section 21.B.3. Appeal to the Company that does not
51 identify a neutral System Board member or System Board setting.

52 c. At the earliest possible time following either party's designation of a case for
53 mediation, the parties shall forward to the mediator the Section 20 Grievance
54 and Decision Letter, as well as the Section 21.B.3. Appeal.

55 5. The Company and the Association shall each appoint a principal spokesperson
56 for each case at a Mediation Conference and provide written notice of that
57 spokesperson to the other party at least 15 days prior to the mediation.

58 6. Either party may present the mediator with a brief written statement of the facts,
59 the issue(s), and the arguments in support of positions taken. This written
60 statement shall be treated as confidential, and not provided to the other party,
61 unless otherwise agreed to by the parties. If a party elects to forego a written
62 statement, it may make a confidential oral statement to the mediator. The parties
63 may further agree to make opening statements before the other party at the
64 beginning of the Mediation Conference.

65 7. No audio or video recording of the Mediation Conference, or any written
66 transcript, shall be made.

67 8. The mediator shall have the authority to meet separately with either the
68 Association or the Company in the Mediation Conference

69 9. If no settlement is reached during the Mediation Conference, the mediator shall
70 provide the parties with a timely, written advisory decision, unless the parties
71 mutually agree that no such decision is required. When rendering an advisory
72 decision, the mediator shall state the grounds for such decision, however, any
73 written decision may be in an abridged format.

74 10. Within 30 days of the issuance of a Paragraph 9 decision (or agreement that no
75 decision is required), and following a Section 21.B.1. conference, ALPA shall
76 update its Appeal to designate the matter before a System Board neutral at an
77 agreed upon System Board setting, no other changes to the Appeal shall be
78 made, without the agreement of the parties.

79 11. Grievances settled during a Mediation Conference shall be considered non-
80 precedential/non-referable, unless the Association and the Company otherwise
81 mutually agree, in which case the parties shall document their understanding.

82 12. In the event a grievance which has been the subject of a Mediation Conference
83 is subsequently heard before the System Board of Adjustment, the mediator may
84 not serve as the arbitrator for that or a related proceeding. During the Board
85 proceeding on such a grievance, no reference shall be made to the fact that the
86 grievance was the subject of a Mediation Conference, nor shall there be any
87 reference to statements made, documents provided, or actions taken by either
88 the mediator or the participants during the course of a Mediation Conference,
89 unless the party offering such statements, documents or actions would have had
90 access or entitlement to them outside of the Mediation Conference.

91 13. The Mediation Conference panel shall be made up of one mediator unilaterally
92 selected by each party and one mediator that is mutually agreed to by the parties.
93 Prior to scheduling the next year's Mediation Conferences, each party may elect
94 to strike one mediator from the panel. A party may not strike a mutually agreed to
95 mediator or a mediator unilaterally selected by the other party until that mediator
96 has been on the current Mediation Conference panel for two consecutive years.
97 The parties shall use the Section 21.E.2.c. process to replace any mutually
98 agreed to mediator.

99 14. Upon the selection of the mediator, the parties shall provide the mediator with an
100 introduction letter setting forth the parties' expectations for this process, including
101 how it may differ from traditional mediation.

102 15. The parties shall equally share the fees and expenses of the mediator and any
103 conference facilities costs.

104 **B. Ongoing Implementation Measures**

105 The parties foresee that with this new mediation process measures facilitating the
106 implementation and administration of this MOU LOA may be needed. To that end,
107 those measures may be implemented if agreed upon in writing by the Vice
108 President, Labor & Employment and the Association's MEC Chair.

109 **C. Effective Date and Duration**

110 This LOA is effective on the date signed and shall remain in full force and effect
111 concurrent with the basic Agreement.

112 IN WITNESS WHEREOF, the parties hereto have signed this Mediation Letter of
113 Agreement this _____ day of _____, 2022.

FOR THE COMPANY:

FOR THE ASSOCIATION:

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