



FDXMEC TA DOCUMENTS

## TA Summary: Section 26 – General

published January 26, 2026

*A Tentative Agreement Summary shall include highlights of significant changes to the current Collective Bargaining Agreement (CBA)*

Paragraph	2015 CBA	TA
26.A.1	N/A	<p>New Definitions of Flight Data includes:</p> <ul style="list-style-type: none"><li>• The prior definitions of FDR and CVR</li><li>• Captures the data previously included under “Inflight Data”</li><li>• Removes “alleged incident / event,”</li><li>• Captures any “other device / equipment / system / instrument installed onboard an aircraft”</li><li>• Adds Landing Scorecards as Flight Data</li><li>• Flight Data also includes any information derived from those devices</li><li>• Clarifies and codifies that ACARS messages and like are not Flight Data</li></ul>

Paragraph	2015 CBA	TA
26.A.1	N/A	<p>Improved Flight Data protections include:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• 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</li> <li>• Flight Data cannot be used to audit a pilot or crew (as previously protected), along with the prohibition of use “for use in a potential corrective action or performance improvement discussion” <ul style="list-style-type: none"> <li>○ Discussion may occur within an LPT MOU</li> </ul> </li> <li>• Creation of broad protections for programs like MyFlight <ul style="list-style-type: none"> <li>○ Must be voluntary</li> <li>○ The data can only be shared with the Captain and/or FO designated as the Standard Crew on the flight</li> <li>○ The use or non-use by the pilot cannot be tracked</li> <li>○ The same Flight Data protections also apply here.</li> </ul> </li> </ul>
26.A.3	<p>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.</p>	See 26.A.1 above

Paragraph	2015 CBA	TA
26.A.4	Information obtained from a flight data recorder or a cockpit voice recorder shall not be audited to evaluate or monitor the judgment or performance of an individual pilot or crew. That information, however, may be used for the purpose of evaluating or improving the Company's training program. In the event that information from a flight data recorder is used in a Company training program, the names of the flight deck crew shall not be disclosed. Cockpit voice recordings may also be used in training but the voices of the flight deck crews shall not be used or reproduced in any manner. Transcripts may be made and recorded by personnel to reproduce the recording on tape or other multimedia device. Actual voices of the pilots involved shall never be used.	<p>See 26.A.1 above</p> <p>26.A.2:</p> <p>Updated Company's use of data in training programs with the new definition of Flight Data</p> <p>The Company has the ability to use voices of pilots provided, but only with the consent of all pilots involved and the ALPA Central Air Safety Committee Chairman.</p>
26.A.5	Federal Express Corporation shall only release data from an aircraft data recording and/or data transmitting device, to an individual or entity outside of the Company if required by law, or where the Company desires to disclose de-identified data or analysis of such data to a third party solely for the purpose of evaluating aircraft engine or component performance, weather data, or other operational analysis. Information released to a third party shall be de-identified to the maximum extent possible. The Association will be briefed prior to the exchange being made.	<p>26.A.3:</p> <p>Updated and modernized third party disclosure and release of Flight Data</p> <ul style="list-style-type: none"> <li>• When required by law, new provisions provide: <ul style="list-style-type: none"> <li>○ Disclosure of the minimum necessary to comply with such required law and</li> <li>○ Written notice by the VP of Safety to the MEC Chairman prior to responding to any request or discovery in litigation seeking Flight Data</li> </ul> </li> <li>• When not required by law, new provisions provide: <ul style="list-style-type: none"> <li>○ More involved prior engagement with ALPA for new types of disclosure</li> </ul> </li> </ul> <p>Requires third party vendors to sign agreed to non-disclosure agreements.</p>

Paragraph	2015 CBA	TA
NEW	N/A	26.A.4: New prohibition of video recording devices <u>installed</u> on aircraft.
26.A.6	Should the Company decide to install a new type of instrument or device not previously utilized on Company aircraft which is capable of collecting and/or reporting flight performance data of an aircraft, the Company shall consult with and receive input from the Association prior to installation. The consultation process between the Company and the Association is intended to be a meaningful, constructive, two-way process in which the parties address the suitability of the proposed installation and any issues of pilot concern. This process will occur before a decision is made to install the new device. It is the intent of this paragraph to require only one notification when an installation of such equipment is to be installed on more than one aircraft of a type. It is neither the intent nor the purpose of this paragraph to require notification for purposes of normal or emergency maintenance or flight test work on aircraft.	26.A.5  For any new program or device, the same process involving more prior engagement with ALPA will apply.
26.D.	The Company shall provide ALPA with an enclosed bulletin board in Memphis, Anchorage, Indianapolis, Oakland, Los Angeles, Alliance, Newark, and in the operations area of any FDA.	The Company shall provide ALPA with space and access for an electronic bulletin board in the same locations.
26.H.	Gender  Whenever the term “pilot,” “employee,” “crew member” or a gender specific adjective or pronoun is used in this Agreement, the reference applies equally to both the masculine and feminine genders.	[Reserved]  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
26.J.2	A pilot may use a company staging jumpseat to position himself to his base for the start of his scheduled trip in accordance with the following:	Pilots may use BP4 Jumpseat status from anywhere to base for a trip or other activity.

Paragraph	2015 CBA	TA
26.J.2.a.	A pilot may use a company staging jumpseat to position himself to his base for the start of his scheduled trip in accordance with the following: The period beginning at scheduled showtime of a pilot's inbound jumpseat and ending 30 minutes after the scheduled termination of his first duty period must be less than 13:30.	The 13:30 now includes ticketed commercial air travel (TCAT)
26.J.2.b.	A pilot may use a Company staging jumpseat to position himself to his base for the start of his scheduled trip in accordance with the following: There must be at least 1:30 hours between the scheduled block-in of the inbound jumpseat and the showtime of the pilot's trip.	The block in and showtime restriction reduced to 1:00.
26.J.2.d.	If a pilot positioning to his base on a Company jumpseat consistent with the provisions of this paragraph cannot report by showtime due to bump, cancellation, reroute or delay of his inbound jumpseat, CRS may remove the pilot without pay. If a pilot is removed under this paragraph, he shall be eligible for make-up (and shall not be eligible for substitution). There is no discipline associated with the removal if the pilot followed the parameters described above	The no harm / no foul rules include the TCAT with a backup plan.
26.M.	The Company shall notify a pilot, via VIPS, of the expiration date(s) of his passport and any required visa(s) at least 30 days prior to the expiration date(s).	VIPS notice for passport expiration extended from 30 days to 210, with the pilot validating renewed passport by 0900 the day prior to the start of a trip that are within 180 days from the passport expiration date.
26.M.	Each Pilot shall maintain a current passport.	Company may require 2 passports for a particular fleet.
NEW	N/A	26.N.4  The Company shall not use a pilot's log-in credentials (e.g., Apple ID) to access information not already resident on any company-issued device (e.g., iPad).

Paragraph	2015 CBA	TA
26.Q.3.	The Company shall provide each pilot with a copy of this Agreement. The cost of publishing and distributing this Agreement shall be borne equally by the Association and the Company. The Company shall bear the cost of providing copies of this Agreement to pilots hired after the effective date of this Agreement.	Pilot may elect printed CBA. Pilots hired after the effective date shall receive an electronic copy only.
NEW	N/A	<p>26.CC</p> <p>Medical Freedom provisions:</p> <ul style="list-style-type: none"> <li>• The Company shall not require vaccination, medical procedure, or take medication other than that required by FAA for first class medical</li> <li>• The Company shall not require pilot to disclose personal medical or protected health information unless expressly required under CBA, for benefit plan admin purposes, or required by law</li> <li>• Company shall not disclose same to gov't or third party without pilot's written consent, unless expressly required under CBA, for benefit plan admin purposes, or required by law</li> <li>• The Company must reimburse for all required vaccinations</li> <li>• If a new requirement arises after bid pack publishing, substitution rules apply.</li> <li>• ALPA and the Company must meet within 5 days of new requirements for potential resolutions. There is an ability for expedited arbitration if talks are not successful.</li> </ul>

## Changelog

**2026-01-28:** Added 26.H. section