



June 04, 2012

12-10

Contract 2012 – Other PWA Sections

This is the last in a series of *Negotiators' Notepads* covering the technical changes to the PWA in the Tentative Agreement. The next *Notepad* will address *Frequently Asked Questions (FAQs)* received from the line since MEC approval of the TA. This *Notepad* will cover the details of the various sections of the Tentative Agreement recently approved for membership ratification by the MEC that have not been covered in previous *Notepads*. This *Notepad* should be read in conjunction with the entire series of *Notepads* as you educate yourself in preparation to make an informed decision when the membership ratification window opens.

This series of *Notepads* has been provided in what we believe has been a user friendly approach, presenting topics by grouping in the contract that make sense to address at the same time, rather than a section by section approach. We also recommend that you access the actual modified or changed language that is posted on the homepage and [Section 6 page](#) of the Delta MEC website

Section 5 - Lodging and Expenses

- Added a hotel for a pilot who undergoes CQ training at his base, so long as he lives more than 50 straight line mile from the Training Center
- Improved the hotel requirement for a pilot subject to recovery flying
- Added that the preference for a layover hotel be a branded hotel that is affiliated with a national *or international* chain
- Improved laundry reimbursement variable with length of trip

TIME AWAY FROM BASE	REIMBURSEMENT AMOUNT
96:00 to 191:59	\$50.00
192:00 to 287:59	\$100.00
Greater than 288:00	\$150.00

- No change to direct billed NRT/AMS laundry service
- Receipt is required if not in AMS or NRT (direct billed)

Section 6 – Relocation Benefits

- Provided for up to one month storage during Company paid move
 - Added Company paid move from storage to permanent residence

- Mileage rate
 - Increased from \$.20 to \$.55

Section 8 – Deadheading

- Established one hour report for all mainline and DCI domestic deadhead
- Improved off-rotation DH by making most DCI flights eligible for positive space
- For a duty period greater than 10 hours and deadhead of at least 3:45 block to block
 - Coach seat assigned in the following order
 - Exit Row (aisle seat, then window seat)
 - Any aisle seat
 - Any window seat
 - Middle seat exit row
 - Any seat

Section 9 – Miscellaneous Flying

- A pilot who has fully complied with the application procedure provided by the Company for a passport or visa and who has not received such passport or visa in the time allotted for such procedure will be paid and credited as shown on his line for a rotation(s) or on-call day(s) dropped due to such delay

Section 13 - Leaves of Absence

- Legal Duty Leave
 - Defined “legal duty” as jury duty or witness appearance
 - Established “scheduled” and “unscheduled” legal duty
 - Allows pre-posting of known legal duty in PBS
 - Paid at 5:15/day for scheduled legal duty
 - Paid trips dropped or reserve pro-rata share for unscheduled legal duty
 - A pilot who is released early from legal duty may be removed from remaining legal duty leave *at his option*
- Known Personal Leave
 - Similar to current personal leave (no pay) except pilots keep all benefits as if they were still on active status
 - Published and awarded in seniority order within category
 - Eligible pilots must have completed OE, be consolidated, and not scheduled to fly or be otherwise absent during the period of known personal leave

Section 15 - Physical Examinations

- New requirement that, in the event that the Company requires a pilot to undergo a medical review and evaluation, medical evaluation be limited to the nature of the First Class Medical physical standard(s) in question
- New requirement that the neutral medical evaluator (NME) be advised as to the

physical standards required to hold a First Class Medical by both the Director-Health Services and the ALPA Aeromedical Advisor

Section 18 - Grievances

- Updated and clarified how a pilot's file is maintained by the Company

Section 19 - System Board of Adjustment

- Increased from seven to eleven the standing list of neutral members to serve on a Five Member Board in the event of a deadlock of a Four Member Board

Section 21 - Furlough and Recall

- Expanded furlough protection to include all pilots on date of signing to the requirement for at least 90 days' notification to furlough
- Required ALV reduction during furlough periods
 - If the TLV exceeds 77:30 in a position, the ALV for that position will be 72:00 until the TLV no longer exceeds 77:30
 - Thereafter, the TLV for such position will remain at or below 77:30 until all furloughed pilots have been offered recall
- See also enhanced furlough protections included within Section 1 (Covered in *Negotiators' Notepad 12-05*)

Section 24 - General

- Provided the option for a pilot to use the electronically provided PWA in lieu of the previously mandated printed version
- Added the MEC Contract Administration Committee Chairman to the **24 J. 7.** list
- Updated where a pilot's paycheck could be direct deposited
- Increased a pilot's duty period to include the time required to undergo drug or alcohol (random) testing or screening
- **Section 24. V.** (new) is the former MOU #17 - Data Collection and Fatigue Risk Management

Section 28 - Duration

Membership Ratification is scheduled to be completed on June 29, 2012, for a new PWA that was originally amendable on December 31, 2012. Should the pilot group vote to ratify the TA, most of the terms will go into effect on July 1, 2012, while certain features will be implemented no later than the schedule that will be made available to you shortly. For example, some items will be delayed due to necessary software programming, some will be delayed to coincide with the vacation and sick years, the new DPMP medical option will be part of the choices made available for calendar year 2013, etc.

The TA provides for a duration through December 31, 2015, or three years after the current amendable date. The parties will be free to exchange openers as early as 270 days prior to the amendable date, or April 5, 2015. In the absence of an agreement by

March 31, 2016, the parties again agree to jointly petition the National Mediation Board for mediation services.

Letters of Agreement (LOAs) and Memorandums of Understanding (MOUs)

As part of this negotiation, all prior LOAs and MOUs were reviewed for continued relevance and/or application. Each of the remaining LOAs/MOUs is posted with the TA language that is available on the MEC website.

Conclusion

This *Notepad* concludes the series detailing the terms of the TA. In addition to the implementation schedule, please look for a revised *Delta Pilots' Contract Comparison* that will update the previous *Comparison* with the data from this TA.

We have created a [Frequently Asked Questions page](#), which can be accessed from a link on the home page or the Section 6 page of the MEC website. The Delta Pilot Network call center will be manned throughout the pilot ratification process and DPN volunteers will have direct access to members of the Negotiating Committee to provide answers to all your questions in a timely manner.

Your Negotiating Committee believes that this is a significant agreement for Delta pilots and our families. We strongly endorse this agreement and recommend that when the ratification window opens, **you vote in favor of ratifying C2012.**

Delta MEC Negotiating Committee

Parri Olmstead, Matt Coons, Heiko Kallenbach, and Dan Vician