



COUNCIL 44 COMMUNIQUE DELTA AIR LINES

June 25, 2015

Sick and Disability

This *Communiqué* will address some of the more frequently asked questions with regards to changes in Section 14 and Section 26, sick leave and disability. From our time in the lounge, it is apparent that there is a wide spectrum of “information” floating around out there, much of it incorrect, misleading, or only partially correct. Some of it is *specifically* designed to elicit an emotional response or serve as a scare tactic. You have an important decision to make, and it shouldn't be made based on rumors or incorrect information. We understand that sick leave is important to you and will make every effort to correct the record so that you can cast an informed vote on this agreement. We will not scare you, sell you or offer anything but the facts. In this tentative agreement our sick and disability benefits have improved, while the verification of sick leave has changed. While not all-encompassing like the *Negotiators' Notepads*, this second *Communiqué* will focus on some of those improvements as well as the concerns and issues that you have about the verification changes.

Sick and Disability Improvements:

FAA leave: Any time you are unable to fly because the FAA is reviewing or processing your 1st class medical application, you will be afforded up to 60 days of full pay, per event, and there is no limit on the number of

times during your career that you may use it. Under today's contract, if you are waiting on the FAA to process your medical, you are using your sick leave. FAA leave does not count toward verification thresholds and does not count toward your sick leave allotment.

Enhanced disability account: This is a new benefit that will allow you to deposit a portion of your unused sick leave (up to 40 hours per year) into a disability account. Over time you could accumulate many hours, and if you have the misfortune of going out on long term disability, you will now have a disability bank that can help keep you at full pay after DPMA runs out.

Income disability offset: If you are unable to return to flying and seek employment elsewhere, your disability benefit is currently offset by outside income (beyond your benefit amount.) That offset is now *eliminated* after the first 36 months of long-term disability.

Full disability benefits: If you are unable to fly for psychological issues this change is a major improvement. Under today's contract you have a 54-month lifetime limit on psychological disability. That limit is now removed.

Other improvements: Expanded list of acceptable qualified health providers, exceptions to your rolling sick leave balance and ensuring that Delta pilots benefit from excise tax mitigation on the medical plans. All these items are improvements to our current benefits.

What hasn't changed?

You still have industry-leading sick leave under this agreement, which depending upon your seniority, is up to 270 hours of sick leave every year. Put that in perspective: you have up to 3 and 1/2 months of sick leave every year. You may still call in well and fly back to preserve your sick benefit. You still do not have to discuss your illness with crew scheduling, and the Company still cannot use the good faith basis to require verification based solely on the amount of sick leave used or the frequency of the sick occurrences.

Changes:

Below are a couple of the changes. While not all inclusive, these seem to be the most common issues among the pilots we talk to.

Verification has changed. If you miss 15 workdays or more during a rolling 365-day lookback, you will need to verify only when a sickness exceeds the threshold. The verification is simply a note from a qualified healthcare professional stating a description of the sickness and an expected return date. This will work just like the current verification process, except that the “certificate” and your medical information will be better protected. Flight Ops and the Chief Pilot Office will not be involved; the Director of Health Services will handle it. This doctor-to-doctor exchange ensures a higher level of privacy and a pilot’s medical information will not be released outside of Delta absent authorization from the pilot. Currently, more than two-thirds of our pilot group should not have to verify their sick leave.

If you miss 24 or more workdays during a rolling 365-day look back or 56 workdays in a 3-year rolling look back, you *may* be required to execute a limited medical release. However, only days after June 1, 2015 count toward these limits. Again, just as it currently exists in our contract, this release is limited to when a sickness exceeds the threshold. This is not an all-encompassing review of your health records as some have misstated. The release will be handled doctor-to-doctor, ensuring a higher degree of privacy and a pilot’s medical information will not be released outside of Delta absent authorization from the pilot.

More on the Medical Release: This is probably the most misunderstood part of our contract, and it has been the subject of more falsehoods and rumors spread on the Internet than any other issue. We’ve all heard the scary stories that Delta will have access to all your medical records, that Delta will release your medical records, and so on. Let’s review the facts.

First, the contract language for medical release ***already exists***, under certain circumstances in PWA Sections 14 and 15. This is expanded to the defined medical release threshold triggers in Section 14 as described above. Contrary to rumor, it is not a general medical release. The Medical Release itself is ***unchanged*** from the current contract. It is

limited to the specific sickness, and associated days – not a general release of your medical records. If you are not familiar with this language today, chances are you will not ever have to be. Based on current usage rates, less than 15% of our pilot group will ever need to complete a medical release. Also contrary to rumor, the Company cannot gain additional access to your complete medical records under any of these changes.

Director - Health Services (DHS): Delta already has a DHS, currently Dr. Faulkner, who is an AME. This agreement makes no changes to that relationship. This existing department and new process will help ensure the confidentiality of the medical information by receiving and maintaining verifications in a manner that ensures appropriate privacy safeguards. This is a new process for the department, but not a new department; this is also separate from the contract firms that are currently in use by Delta for other employee groups and for OJI's and workers comp. Finally, the Chief Pilot is now out of the verification business. Unless you violate your contract, you will not be talking to the CPO about your sick leave. If you have to see him, we will be there to represent you, as is your right under our PWA.

Conclusion:

You still have industry-leading sick leave under this agreement; nobody else in the industry gets 240/270 hours a year, every year, of full pay. Not a single pilot lost a single sick leave hour or benefit. Should you become sick, you can count on the hours for your use to maintain your paycheck. In a profession where medical issues can quickly disqualify you, this is of vital importance. The tentative agreement adds important additional benefits in the event you have a significant medical event that takes you out of the cockpit either temporarily or for a longer period of time; FAA Leave, elimination of income offsets from disability benefits, a disability account, improved disability for those with a psychiatric condition and excise tax mitigation on the medical plans.

In an ideal world, there should be no requirement for verification, especially considering the responsibility we shoulder as pilots for Delta Air Lines. However, verification is required in our current contract and it is required in the tentative agreement as well, albeit with a different threshold. We understand that is slightly more restrictive than the current hour levels. The fact is that this issue will have to be addressed in any

agreement with Delta Air Lines, now or in the future. Given that most pilots will rarely if ever notice the difference with regards to the changes in verification and that there are significant improvements in benefits for those who have a medical event, we believe this is a compromise that better protects the interests of our pilot group at large with enhanced benefits for our pilots should they become sick or disabled.

Respectfully,

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