



First Officer Representative's Perspective C2015 TA—Part 2 Scheduling and Work Rules

June 18, 2015

In Part 1, I gave you my views on Scope and Compensation. In review, I believe the compensation was very mild after we paid for our raises with profit sharing and the scope left the Delta pilots exposed and underprotected. In Part 2, I will give my perspective on scheduling and work rules as well as provide a summary of my view on process and the overall agreement.

Sick Leave

One of the major improvements to the PWA that C2012 offered was sick leave. The improvements were good enough that the company has been quite anxious to change the policy. Unfortunately, this TA does that and then some. The claim has been made that a small portion of the pilot group is abusing sick leave. Without MEC direction, the Negotiating Committee did an independent study of sick-leave data for the last several years and it would appear they agree with the company position. I asked them if their study had any metrics to analyze the effects of Part 117 changes, increased rotation length, short staffing, and increased use of green slip and inverse assignments to the rate of sick leave use. They answered that the study did not. In my opinion, the study is invalid if it didn't take into account all possible parameters affecting sick leave. Details of the changes are:

- Voluntary sick verification eliminated.
- Sick leave mandatory verification over 100 hours is replaced with mandatory verification starting on the 15th workday of sick in a rolling 365-day period. If the sickness included hospitalization, surgery, fractured bone, or approval from Director of Health Services (DHS), and was in excess of 20 consecutive days, it will not count toward the verification requirement in the rolling 365 days.
- A medical release will be required for any sickness over 24 days in a rolling 365 days or 56 in a rolling 1,095 days. If the sickness includes hospitalization, surgery, fractured bone, or approval from DHS, was in excess of 20 consecutive days, and included short- or long-term disability, the sickness days will not count towards the rolling medical release count.
- The medical release and sick verification will no longer be sent to Flight Operations, but will be sent to DHS.

There are a couple of issues with this change to sick leave. First, the 14 days before requiring verification and losing the voluntary verification are concessions. If you apply the

ADG to the 14 days of sick, the total comes out to 73:30, well short of the current 100 hours. The larger issue with the policy is the requirement to verify your sickness to the DHS instead of chief pilot. The company requires the DHS to be an aviation medical examiner (AME). The FAA Guide for AMEs says the following:

“The Examiner is delegated authority to:

- Examine applicants for, **and holders of**, airman medical certificates to determine whether or not they meet the medical standards for the issuance of an airman medical certificate.
- Issue or deny airman medical certificates to applicants or **holders of such certificates** based upon **whether or not** they meet the applicable medical standards.”

The guide further goes on to state that the AME is obligated to report the disqualifying medical condition to the office of the chief surgeon of the FAA. It explains the penalty for failure to do so.

Why is that important? Per the new sick-leave language in this TA, any sick verification or medical record release that you present to the DHS is going to an AME as defined in PWA 14.A.2. I asked the negotiators if they consulted with the chief surgeon of the FAA as to the reporting requirement of the DHS under this PWA. They said they had not. Our Pilot Assistance Network chairman was tasked with checking with Aviation Medicine Advisory Services (AMAS—formally known as ALPA Aeromedical) as to whether this language would present a reporting issue. His findings were that there are different interpretations within the AME community as to what must be reported and what doesn't require reporting to the FAA. AMAS doctors have all resigned their AME credentials as part of employment with AMAS to relieve them of the reporting requirements as they carry out their duties assisting pilots. The current DHS at the company says that he will not report to the FAA based upon the language generated in the TA, but there is nothing in the language to prevent him from doing so. Furthermore, there is nothing in the PWA preventing his successors from reporting. To me allowing this language is a very risky proposition going forward for any pilots who are going through sickness that will require verification or release that could find themselves subject to the “general nature” denial under FAR Part 67.113 or who have a temporary disqualifying event while being treated.

Positives from Sick and Disability:

- Company pays for verification, but only on good-faith basis requirement
- Up to 40 hours of 80 hours of unused sick leave each year will be placed into a disability account to fund top off once a pilot runs out of DPMA (if the pilot has this voluntary benefit). Each month that this benefit is used, 80 hours will be removed from the disability account. For every year that you use less than 80 hours (if over 80 hours you do not get anything), you get 50% of the difference between what you used and 80 into the enhanced disability account. 26.K.5.c.2. It is only paid at 50% of the hourly rate times the number of hours in the bank (think ¼ benefit). 26.K.5.c.2 However, each month that it is used, the bank will be reduced by 80 hours. **In the road shows this is completely been glossed over and the example given is misleading.**

- Disability for psychiatric conditions. This is a conditional plan which can be terminated if the company feels there is excessive use.
- Up to 60 days of FAA leave for pilots who are successfully treated and waiting for the FAA to reissue their medical certificate.

Scheduling

With Scheduling and Quality of Life sections there are a number of gains, but a few significant give-backs. They are as follows:

- MOU 15-02 allows the company to increase the TLV from 74-80 hours to 75-81 hours on a test basis unless there are pilots on furlough.
- MOU 15-02 also gives the Rotation Construction Committee limited ability to improve rotation construction by increasing credit time.
- Night flying duty rig increase from 1 for 1.75 to 1 for 1.5
- Surface Deadhead pay doubled. Still well short of where it should be and no deadhead pay for landing at one airport then a long taxi ride to the layover in another city.
- Improved crew meal from flights of 5:30 to 5:00. Also Caribbean turns codified. Early morning departures will get a snack bag or better from the hotel prior to departure.
- Creation of up to four individual vacation days to get paid time off. Works like an APD and can be split into two different occasions through the year. Comes from your normal vacation allotment.
- Travel reimbursement for NYC based pilots when assigned a trip from short call. It will pay up to 50% of the fare up to a \$50 max reimbursement.
- FRMS widebody pilots on reserve may now be assigned short call on the first day following a day off if the short call is placed on the pilots schedule prior to 1200 base time on the last day off.
- Training Freezes
 - o Short courses not already covered in the PWA will receive a 12-month freeze
 - o New hires will not get 24-month freeze (there was no freeze just a few years ago). They will be able bid other bases on same category without impacting the freeze. After 12 months with the company, the new hire may bid to a different category in a different base, but the freezes will stack (12 remaining + another 24 month freeze) in the new category.
- Premium pay for carry-in rotations. If the trip finishes beyond the originally scheduled last day, regular pilots will receive single pay and credit and single pay no credit for any duty extended beyond the original scheduled last day. Reserve pilots only receive this if they are flying into a regular month. In other words, premium pay for flying beyond the original end of the rotation in the prior month's bid package.
- Furlough protection for all pilots on the seniority list as of DOS.
- Establishment of warm-up day for a break in training of greater than six days.
- MV/LOE retake is no longer considered an extra curriculum day.
- Automates deadhead block on non-Delta aircraft. (has been a big problem for CVG 73N crews)

- One hour of pay and credit toward reserve guarantee, not above guarantee for Reserve pilots assigned a short call and not used.
- F/Os bidding with line check airmen. The company will now be able to hold back 75% of the rotations assigned to LCA from the F/O bid awards. Does not affect staffing requirements, but will impact bidding power.
- Reroute pay stipulations drop the exclusion for maintenance.

There are a number of good improvements within the Scheduling and Quality of Life sections of this TA. The reroute language is a nice step in the right direction. However, the downsides to scheduling are significant. If you are an F/O, you will almost certainly be affected by the F/Os bidding with LCA changes. The top handful of F/Os in each category will still be able to bid with the LCA if they desire; however, the rest will not. The remaining 75% of the rotations will be pulled from the bid award pot, forcing those F/Os to be bid other trips. This will start a domino effect down the bid list reducing the quality of your award as everyone is awarded trips lesser in quality than what they are being awarded now. Junior pilots can look forward to an increased number of reserve lines as a result.

The MEC was briefed that MOU 15-02 ties the TLV increase to the RCC parameters section of the MOU, meaning that before the TLV can go up, the RCC credit benefit must be allowed. Upon reading the language in the MOU I can find nothing that actually creates a trigger for the TLV increase to occur other than the existence of the MOU. The only benefit I can see to this MOU is that it is a test basis and can be pulled down after one year by the MEC chairman.

Another item of note is the creation of virtual bases. A virtual base can be opened by the company for a duration of six months at a time. It must be in the lower 48 states and not be an existing base. Pilots who bid in must already be qualified in fleet type(s) to be flown from the virtual base. Rotations from a virtual base may not start with an ocean-crossing leg. I believe this to be a mutually good deal for both the company and the pilot group and could have implications for us in CVG should the base close at some point. On that note, another major concern that I have with this TA is the efficiency gains for the company that could very well give them the headroom they need in training to close the CVG pilot base.

Process

There has been much discussion about whether the “process” was followed for this negotiation. My view is that as far as the mechanics of electing a Negotiating Committee, conducting a survey, filing an opener, exchanging proposals, and achieving a tentative agreement are concerned, yes the MEC policy manual was followed. However, the policy manual is rather simple in its construct and is far from conclusive with regard to conduct. It says nothing of hostility suite arm-twisting, unparalleled access to the negotiators by committee members while reps are kept in the dark, temper tantrums in the hallway when the Negotiating Committee doesn’t get its way, and admin caucuses to “hot box” reps who are not doing what the master chairman wants. Local Council chairmen have been refused their recommendations for local P2P volunteers because they don’t share the beliefs of the master chairman. Over the last six months I have seen strong-arm politics at their worst. It is my belief that there is no place for this type of activity within our union and it is also my belief that change in MEC leadership is required going forward.

Summary

The Delta pilots have been told a number of times that C2015 was going to be “historic,” “the best damned contract on the planet,” etc., etc. This contract was even given a fancy slogan: “On Time. On Target.” Unfortunately, this TA was before its time and completely off target. It missed the whole area of operations. While I am not at liberty to discuss specifics, this TA falls well short of what you told us you wanted in the pilot survey. Furthermore, I believe the majority of the MEC caved under pressure from the master chairman and Negotiating Committee to accept this TA.

Fear is being used as a strategy to convince us to vote for this TA. Talking points like “we will be parked at the NMB,” “the company will put us on ice,” and “we are leaving money on the table” are all used to strike fear into your psyche as you analyze the information presented to you. The MEC even received a long presentation from ALPA attorneys on why we should just let the membership decide because we as reps do not want to prevent you from making that choice. You are now getting the same treatment from chairman’s letters, P2P talking points, and *Negotiators’ Notepads*. I found the chairman’s letter dated June 15, 2015, to be downright insulting as a fellow member of this pilot group.

The process aside, there are a number of things I actually like in this TA. I like the improved vacation pay, CQ pay, reroute provision, the first sentence of 1.E.9, and the RCC credit time to build better rotations. The hourly pay is weak, but had we not funded its inflation with profit-sharing conversion I would consider it minimally acceptable. The sick policy, F/O seniority abrogation with the LCA bidding changes, the TLV increase, and the changes to scope led to my “no” vote. I believe in this environment we should have stayed the course and continued negotiating for a better deal. The company needs many of the other changes to run more efficiently. We should have used our leverage rather than caving when the company said no. We can say no, too, and we should have as your elected body. While I would like to see some of the changes and higher hourly rates, I am perfectly fine waiting until a much better TA can be reached, even if that takes years if it means keeping these harmful aspects of this TA out.

There is an argument being made that we “have no plan B” or that “we will go straight to mediation.” These arguments are disingenuous at best. We have been in negotiations for just shy of three months. We have six-and-a-half months until the amendable date. I believe that sending a bad deal back to get a better deal is not only possible, but the best course of action. Those who argue that the unions at UPS, SWA, and UAL are doing it wrong should stop to consider if those companies are pushing things just as bad as Delta is trying on us. Perhaps those pilot groups are the ones who have it right by saying no to harmful work rules rather than trading quality of life just to get a little more cash. I harbor no ill feelings toward the company. The company had a better team in place and carried out their objective far better. They did their job. We did not. But, I believe they were shortsighted. That reality will play out in the coming weeks.

Thank you for taking the time to read my perspective. I certainly expect that there will be those who are critical of what I have to say. Let them. Their views are no less valid than mine. Take it all in, don’t just take the talking points as the final authority, do look up the contract language for yourself, and vote with what you believe is the right thing for you and your family.

Sincerely,
Ryan

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