

WHO HAS A SAY IN OUR CONTRACT?

In the June 3rd, 2011 Chairman's letter from Captain O'Malley, he states:

"Finally, I want to emphatically correct misinformation being put forth to divide the Delta pilots during a time when the need for unity will be at an all-time high. You need to know and fully understand that our **entire contract direction, negotiating effort, and approval process are all controlled by Delta pilots, and only Delta pilots, at all times.** Your Delta MEC will direct the Delta MEC Negotiating Committee based on your input. Your MEC will provide the Negotiating Committee with the resources they need to complete their work. Your Negotiating Committee is the **only group authorized to reach a tentative agreement** (TA) with management, and the Delta MEC is the **only group authorized to ratify a TA** and send it to the Delta pilot group for a vote. No other member of ALPA, either pilot or staff, has this decision making authority. Anyone who tells you otherwise is either misinformed or attempting to intentionally mislead you."

As a result of settlement of the Ford-Cooksey lawsuit (ASA/Comair challenging the Delta mainline scope clause) the ALPA Administrative Manual Section 40 now states:

1. The Scope Subcommittee is charged with pursuing the following general goals:
 - a. Increasing Association knowledge on the function and operation of scope provisions.
 - b. Enhancing cooperation among ALPA pilot groups **within each system of mainline and express carriers in formulation of scope proposals** for protection and allocation of flying within that system.
2. In pursuing its assigned general goals, the Scope Subcommittee shall:
 - a. Comprehensively review and analyze (in conjunction with appropriate Association resources) existing scope clauses of both ALPA and non-ALPA carriers in terms of whether they advance scope goals with respect to the preservation and allocation of flying within extended airline systems.
 - b. Prepare guidelines with respect to standards and principles **concerning scope negotiations**, including but not limited to: (i) enhancing career protections and (ii) defending against use of alter egos. Further, the Scope Subcommittee may develop independent approaches to addressing scope language or concepts without necessarily being limited to existing scope language or concepts.
 - c. Track industry changes in scope clauses.
 - d. Develop contract models for scope clauses.
 - e. **Consult with Negotiating Committees of ALPA pilot groups within the extended system prior to commencement of negotiations**, as provided in subsection 3 below.
 - f. Communicate with non-ALPA pilot groups within the airline family on scope issues.

- g. Be available to consult with Negotiating Committees **during negotiations concerning scope**, and receive updates on status of scope negotiations as provided in subsection 3 below.
 - h. Report regularly to the Executive Council, Executive Board and Board of Directors and recommend changes to ALPA policies as it deems necessary.
3. **Prior to commencement of any bargaining** for any ALPA pilot group **within a mainline/express system**, the applicable **Negotiating Committee will meet with the Negotiating Committees of other ALPA pilot groups in the mainline/express system to review opening scope proposals** and how they advance ALPA's scope goals and guidelines. The committees will work with each other **to develop a consensus on proposals**; if, however, they are unable to do so, subsection 3a below will apply.
- a. Following consultation as specified above, and **prior to submission of the scope proposal to the airline**, the applicable Negotiating Committee will report to the Scope Subcommittee that ALPA pilot groups have consulted with one another and have or have not reached consensus that the planned scope proposal meets ALPA's scope goals and guidelines; if the latter, Negotiating Committees of other ALPA pilot groups in the system **can submit statements of agreement or disagreement** to the Scope Subcommittee, which **can recommend changes** following consultation with the Negotiating Committees involved.
 - b. The applicable Negotiating Committee and ALPA pilot groups within the mainline/express system will develop in conjunction with **the opening proposal** agreed reporting benchmarks with respect to developments in on-going scope negotiations which will require that the Negotiating Committee provide **updates on the status of scope negotiations** to the Scope Subcommittee. In the absence of consensual agreements concerning benchmarks, the Scope Subcommittee will determine reporting benchmarks.
4. **During the period that final approval** of a collective bargaining agreement is **subject to Presidential review** under the Constitution and By-Laws, MEC designated representatives of all ALPA pilot groups **within the mainline/express system may submit comments prior to the Presidential signature** concerning conformity of negotiated scope provisions with recommendations of the Scope Subcommittee and Association policy.

So, you can clearly see that while Captain O'Malley is correct in stating that the tentative agreement and ratification are exclusive to the Delta pilots, he conveniently fails to mention that the damage to our contract happens during the PROPOSAL phase, long before a tentative agreement or ratification. As if that weren't enough, the regionals in our express system get one more shot at commenting on our contract, PRIOR TO Presidential signature.

"Anyone who tells you otherwise is either misinformed or attempting to intentionally mislead you."

When it comes to an argument over flying between mainline and express in the same system, if ALPA represents both parties, ALPA must remain neutral or be sued. Delta Pilots don't need a "neutral" agent, we need an aggressive agent with only our interests in mind.

With DPA.....only Delta Pilots get to comment on our contract!