



January 16, 2023

23-09

Negotiators' Notepad 23-09: C2019 Sections 13 (Leaves of Absence) & 14 (Sick Leave)

*This Negotiators' Notepad will discuss the details of various changes to **Section 13 – Leaves of Absence** and **Section 14 – Sick Leave** of the PWA in the Tentative Agreement (TA). This Notepad should be read in conjunction with the entire series of C2019 Notepads which will be made available at the [Contract 2019 website](#), along with the [TA Reference document](#), as you educate yourself in preparation to make an informed decision when the membership ratification window opens.*

Section 13 – Leaves of Absence

Extended Timeline to Seniority List Removal

The requirement to remove a pilot from the seniority list after 10 years on medical leave has been increased to **15 years**. Pilots who were on the seniority list as of March 1, 2019 but have subsequently been removed *are grandfathered* and will be reinstated in accordance with **MOU #23-02** at their original seniority.

Improved Military Leave Policy

The agreement contains clarifications and improvements on Military Leave policy as follows:

- Pilots may perform concurrent military duty (e.g., during a layover, while on a day of reserve; before, after or during a rotation; while on a day with an SLI duty period; while in training; or while on any other Company business) so long as it does not violate USERRA or make the pilot unavailable for any Delta duty.
- Pilots who perform concurrent duty that does not interfere with their Company duty are not *required* to notify the Company.
- Requirement to post MIL duty on a pilot's scheduled days off (to include a commute day) is eliminated, unless such day off immediately follows a rotation, training day, or reserve day.

Improved Maternity Leave

- Increased from 6-8 weeks to 10 weeks postpartum for all maternity leave.

Improved Bonding Leave

- Increased from 30 days to 1 year and incorporated a prior grievance settlement.
- During Bonding Leave, pilots retain medical, dental, and vision benefits, Company-paid basic life insurance and disability benefits, and survivor medical, dental, and vision benefits.

Paid Parental Leave

- 14 consecutive day period paid at the greater of:
 - trips missed, or
 - value of vacation week
- Applies to birth, surrogacy, guardianship, fostering, or adoption of a child
- For birthing parents, the 14 days of parental leave will immediately follow the 10-week post-partum paid benefit
- Pilots who are not the birthing parent are also eligible for paid parental leave. The 14-days of paid parental leave must be completed within 1 year following the event, but cannot conflict with period commencing 2 days before and ending 1 day after:
 - New Year's Day, Independence Day, Thanksgiving Day, Christmas Day;
 - Unless the child's birth/adoption falls within 7 days preceding, or after, the holiday

"State Sick/Kin Care" Resolution Process

Various "state sick/kin care" laws and provisions in several states have caused some confusion among pilots subject to the numerous different laws. When an issue causes a disagreement over the provisions of such state laws, the Company and ALPA will meet to discuss any interpretative issues.

- If an agreement is not reached, the Company and ALPA will coordinate to seek an interpretation from the appropriate government agency.
- Nothing in this provision will waive a pilot's, the Company's, or Association's right to object to or appeal the state agency's interpretation. The Company will abide by the interpretation provided by the final administrative, judicial or appellate body of appropriate jurisdiction to issue a decision on the matter.

Section 14 – Sick Leave

Sick Leave Verification

The following provisions that outline when a pilot is required to verify their sick leave under **Section 14 F.** have been improved:

- The verification trigger has been increased from *100 to 120 hours*.
- Once the new 120-hour trigger has been met under **Section 14 F.**, a pilot only needs to provide a QHCP certificate, or at pilot's option, a doctor's certificate.
 - The 160-hour doctor certificate requirement *has been eliminated*.

Automated Call-In Sick & Call-In Well

Pilots will be able to utilize an automated system to call in sick or well (rather than having to call Crew Scheduling or Pilot Assist). The system must be in place no later than March 1, 2024. The automated system will not require a pilot to furnish the Company with any details other than to indicate whether they are sick or well.

Improved "Good Faith Basis" Provisions

Along with the improved verification trigger, the Good Faith Basis (GFB) provisions have been improved so that any pilot who uses 50 or fewer hours in the previous sick leave year will not be

subject to any good faith basis inquiry in the current sick leave year, regardless of the circumstances.

Furthermore, any request from the Company to verify an illness under GFB, must be made **within 3 calendar days** after the start date of the sick event in question, and must also disclose all of the specific reason(s) in support of the GFB inquiry.

Deleted “Major Bone” Provisions

- **Any single sick leave event** that uses 100 hours or more is now considered verified upon the pilot providing a Doctor’s Certificate to the Company, and such hours are not counted towards the 120-hour verification limit in **Section 14 F. 3.**
- Existing limitations under this provision related to major bones, acute, chronic, or degenerative conditions, or hospital admissions **have been completely removed.**

Incorporation of LOA #20-01

Several items from **LOA #20-01** (“COVID LOA”) have been incorporated into the PWA.

- A pilot who uses sick leave due to sickness from COVID and provides proof of a positive COVID test will not be considered to have used such sick leave hours for purposes of **Sections 14 F. 3., F. 4. Exception, and F. 6. a.**
- Upon a pandemic being declared a public health emergency by the U.S. Department of Health & Human Services (or successor U.S. government agency), sick leave hours may be used by a pilot when directed to quarantine or isolate by the Company or U.S. government health officials due to such pandemic. The pilot will be paid for the time in quarantine or isolation from their sick leave hours

Upon ratification of this agreement, **LOA #20-01** will sunset. A pilot on COVID or COVID-related NFLY as of March 1, 2023 will, at their option:

- be permitted to use remaining sick leave (regardless of whether the pilot is sick as defined under the PWA)
 - *Pilots will have their sick bank restored for the 2022-2023 sick leave year if they were on NFLY under Paragraph 1.1 of LOA #20-01 as of November 29, 2022, and remained continuously on NFLY until March 1, 2023.*
- upon exhaustion of their sick leave, a pilot may apply for disability, or
- may elect to be placed on an unpaid personal leave of absence for up to a maximum of 12 months, which must begin upon the later of the pilot’s exhaustion of sick leave, or March 15, 2023, whichever is later, or
- return to active payroll status and placed in training (as if returning from an unpaid leave under **Section 13 C.**)

As a result of **LOA #20-01** sunseting:

- There will be no new COVID or COVID-related NFLY after March 1, 2023.
- Any pilot with a positive COVID test prior to March 1, 2023 may remain on NFLY so long as such pilot continues to produce a positive COVID antigen test every five days.

Medical Privacy Protections

Although the actual language is found in PWA **Section 24**, the following improvements have been made regarding medical privacy:

- The Company may not require a pilot to undergo any medical procedure(s), other than that which is required by the FAA to maintain a First-Class Medical certificate.
 - This provision does not apply to Delta's new-hire pilot requirements.
- The Company may not require a pilot to disclose any personal medical or protected health information except as expressly required under the PWA or as required by law.
- The Company may not disclose a pilot's personal medical or protected health information to a third-party or government agency without the pilot's explicit written consent unless required under the PWA for purposes of administering Company benefit plans, or as required by law.
- If a pilot does not meet a governmental travel requirement to operate to an international or domestic destination due to their vaccination status or for other medical reasons, the pilot will be bid restricted or removed from rotations to such destination(s) without pay protection.

Conclusion

Please take the time to read the entire series of Notepads that will be provided to you, share the material with your families, attend one of the road shows, and ask as many questions as you need to ask. LEC Representatives will be available in lounges to help answer any questions you may have. In addition, please review the latest information and FAQs at dal.alpa.org, or submit questions to DeltaTAQuestions@alpa.org.

Fly Safe,
Eric, Brandon, and Rich