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As a very junior "Red Book" pilot, I have most often found myself siding with "Blue Book" pilots as issues arise. Unlike Bill Bartels who was our MEC Vice Chairman during our bankruptcy contract, I voted "No" on the T/A mainly because of the Zero Open Time and Downtown Layover issues. **I have a huge problem with how our current LEC reps are costing us money.** To start with, our MEC refused to let us sell our stock when we received it, unlike our management which unloaded theirs for around \$12 per share. Net cost to me was in the neighborhood of \$20,000. Next, our LEC reps are making "happy noises" over the latest AE / MOU 7 debacle which set aside 6 years of negotiated displacement contract language. If you ever thought that our current Council 20 guys were activists please read the August 29 Council 54 letter which I have included at the end of this letter. **We all need to decide how we side but you need to ask yourself why this entirely different view was never even mentioned by our LEC reps.** Perhaps they think it is just too much for us line guys to read and comprehend **but I think not.** In addition, when Bill Bartels voted for Capt. John Prater vice Capt. Duane Woerth he in a sense, sealed the deal for the change in our maximum retirement age from 60 to 65. **I find it ironic that someone who is a self proclaimed advocate for the junior to mid seniority pilots of our company would cast such a vote as well over 80% of the pilots of that seniority were adamant that the age remain 60.** When I asked him why he would vote in such a way he replied, "I think everyone should work until 65 if they want to". I then asked him if he thought that vote represented the will of his constituents; with that he walked away. Suffice it to say, **I think our reps should always vote the will of their constituents.**

I support Ken Watts for C20 Captain Representative and Ron Barnett for First Officer Representative but more importantly, here's why.

For the past several years Ken Watts has been the "go to" guy in our union whenever any of us had issues with NWA management. As the Computer Bidding Committee Chairman during the now infamous zero open time debacle, I watched Ken masterfully help our pilot group those trying times. To be sure the following talking points come from over 3 years of observations.

- Ken Watts is extremely mindful that our dues, our money, pay his flight pay loss. Because of this he:

- Regularly flies back 30-40% of his flight pay loss. No other person on Flight Pay Loss comes close to this figure
- Ken can hold 747-400 but stayed a 757 Captain so he could fly back his FPL.
- Ken opted to receive 75 hours a month when the monthly Max was 80 and 80 hours a month when the max was 88.
- Ken moved to an apartment rather than keep a full time hotel room to save our pilot group 30% on the cost.
- Ken Watts is the “Who you gonna call” name at NWA and now Delta North ALPA when bad things come our way professionally. His willingness to commonly work 7 day weeks to save pilot careers was most amazing.
- I have observed Ken Watts to be the totally “Color Blind” with respect to contract issues where Red, Green, and Blue viewpoints may arise. He has demonstrated an uncanny ability to seek out what is most fair for our entire pilot group. **I find his integrity to be his strongest asset.**

I support Ron Barnett because:

- His work on the current Compass contract was excellent. The current outsourcing of our jobs to our Air link Subsidiaries must be stopped and I consider this Compass Contract a step in the right direction. The flow through provisions and union representation helped limit the whip saw effects of our management’s negotiation strategy. **For junior pilots, the 300 flow down Captain positions will be very important should management ever furlough pilots.**
- Ron’s work on the Negotiating Committee provides him with great experience in future negotiations with management. **Our Negotiations Committee acts on the advice of our MEC, of which Bill Bartels was C20 FO rep and MEC Vice Chair during our last contract. As our LEC FO rep, I believe he would do a much better job than Bill Bartels.**
- Ron has proven to be fair and open minded to pilots of all seniorities.

Ultimately, it all comes down to you as C20 pilots; you need to nominate and elect your next group of LEC Officers. I recommend you take time to nominate and vote in this election. Much hangs on the outcome and you need to be heard.

Respectfully yours,

Silas Hart

To obtain a nomination ballot:

Call 1-888-FLY-ALPA and select prompt 3 or

Email balloting@alpa.org

The following is the Council 54 letter of August 27, 2009.

TO: Seattle Pilots

FROM: Captain Jim Stuart, Delta Council 54 Chairman

First Officer Jeff Panioto, Delta Council 54 Vice Chairman

First Officer Art Aaron, Delta Council 54 Secretary/Treasurer

The purpose of this flash is to address the concerns that pilots have expressed to us in recent weeks regarding the process of displacements resulting from the pull down of the B747-200 fleet and the awarding of vacancies resulting from the PRIP.

The B747-200 flying removal and subsequent Anchorage Domicile closure was clearly understood to be done via the APA methodology not the AE methodology. The clear understanding was that the AE methodology would be implemented after the B747-200 retirement and ANC base was closed via APA methodology.

We have heard your anger and frustration. Despite what you may have read or heard including on the web boards, your MEC was not briefed on modifications to the 'filling of vacancies' process (changes to APA or AE methodology). What happened transpired without knowledge or input from your MEC. Any implication that the MEC was 'briefed' or approved of these changes is patently false.

The following is a historical perspective concerning filling of vacancies and transitioning from the APA to AE process:

1. The NWA CBA section 24 defined and outlined the APA methodology for 'filling of vacancies' (which included Involuntary and/or Voluntary Displacements).

2. The DAL PWA section 22 defines the methodology that is used for 'filling of vacancies', AE (Advance Entitlements, MD (Mandatory Displacements) and VD (Voluntary Displacements).
3. **October 30, 2008** - JCBA took effect at CBAID (10/30/08) and 'North' pilots fell under DAL PWA section 22 for filling of vacancies on that date.
4. The Transition Working Group (TWG), as established by the JCBA, agreed to a timeline of transitioning the 'North' Pilots to the DAL PWA section 22 which was addressed and referenced in TWG notepad's 09-01(overview) and 09-04(definitively outlined).
 - A. This was necessary due to the programming requirements to facilitate transition from one system to another.
 - B. APA's were processed from CBAID (10/30/08) to present day with the December 1, 2009 award agreed to be the final effective APA in the timeline.
5. **April 20, 2009** –DAL Flight Ops Memo announcing B747-200 `retirement and closure of ANC pilot domicile and remaining B747-200 categories by Year End of 2009
6. **May 01,2009** – NWA Flight Ops Memo referencing DAL Flt Ops Memo above addressing section 24 of the former NWA CBA with regards to the Displacement options and the 'APA' methodology.
7. **May 29, 2009** – DAL Flight Ops Memo to pilots outlining the PRIP program via LOA #15.
8. **August 15, 2009** - DAL Flt Ops Memo outlining MOU #7 and the modification to the DEC APA award.
9. **August 21, 2009** - DAL Flt Ops Memo outlining changes to final DEC APA award and then subsequently implementing a 'North only' AE.

10. **August 21, 2009** - MEC Alert 09-07 issued outlining LOA #15 and MOU #7 providing background and information as well as the process leading to MOU #7.

The problem starts with MOU #7, as noted in line item 8, in that this is a modification versus a clarification to the DAL PWA.

Modifications to contract language are accomplished through Letter of Agreement's (LOA), which require MEC input and/or approval vs. Memorandum of Understanding's (MOU), which are clarifications or interpretations of contract language.

Bear in mind that this action was done without MEC input or approval and as a result the 'north' pilots will now have a short window in which to bid their displacements resulting from the closeout of the B747-200 flying and the resultant waterfall throughout the 'north' system. The 'north' pilots will now use an AE methodology which they have never used before and are very uncomfortable with and which could lock them into positions for a long time as opposed to using the APA methodology which they had been consistently led to believe would be used.

Bottom Line:

1. **CONCESSIONS** - These changes are concessionary in nature as they granted relief to company by reducing training cycles generated by management's decision to retire the B747-200. There is no apparent 'quid' for this contract relief. A signed MOU was needed because section 22 was modified in order to change the methodology of the final APA. As well, a 'North' only AE is not compliant with section 22 of the PWA and inconsistent with TWG notepad 09-04, MEC Alert 09-07 and multiple DAL Flt Ops Memo's.
2. **METHODOLOGY** –. The contractually presumed outcome by a large group of the Delta Pilot membership is not consistent with the former NWA CBA, DAL PWA, JCBA and related attachments. However a consistent methodology was outlined in TWG notepads (specifically 09-04) and multiple DAL Flt Ops Memos.
3. **PROCESS** - There was no CLEAR communication to the MEC or all members of the TWG on MOU #7 and the 'north only' AE. The TWG as per the DAL PWA via the JCBA attachment A, provides for a mechanism to resolve these types of issues as they arise. The TWG handled the initial APA to AE transition, but was not consulted with regard to the changes of 'filling of vacancies' (DAL PWA section 22 per MOU#7) and/or the proposed 'north only' AE. Changes/modifications to the

PWA should be accomplished via Letter of Agreements (LOA) rather than Memorandum of Understandings (MOU).

In conclusion these concerns are of importance to ALL Delta Pilots because other issues will certainly arise in the future which will be of varying interest to ALL Delta Pilots depending on the specific issue at hand.

Be Safe,

Capt. Jim Stuart

F/O Jeff Panioto

F/O Art Aaron

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