

RYANAIR AGREES 9 OF 11 FORSA REQUIREMENTS

FORSA CAN'T/WON'T EXPLAIN THE OTHER 2

Please find attached FORSA's 11 "requirements" on seniority and our replies for info.

1. A single agreed master seniority list (MSL) that will contain and apply to all our member pilots directly employed by Ryanair.
Agreed – Ryanair provided FORSA with a Master Seniority List covering all Irish pilots (including FORSA members) on 3 July last.
2. The agreed MSL's will be published on or before 31 January each year.
Agreed – Ryanair happy to publish each year.
3. A single bid form for base transfers clearly showing all our member pilots directly employed by Ryanair (Captains and Co-Pilot) positions in each base.
Agreed – Ryanair happy to publish a base transfer list for each base.
4. An agreed transfer mechanism for entry onto the master seniority list.
Agreed – Ryanair has proposed a transparent mechanism for entry onto the MSL by date of entry into Ryanair for FO's, and date of promotion to Captaincy (for Captains).
5. An agreed transparent mechanism of appeal for Irish pilots.
Agreed – Ryanair happy to set up appeals system.
6. An agreed transparent mechanism for selection of pilots for allocation on a voluntary basis for promotion.
Not agreed – Ryanair is growing quickly, and if we offer promotion to a First Officer, they cannot voluntarily reject it as otherwise (a) Ryanair can't grow, or (b) Ryanair will be required to hire direct entry Captains, **which will limit promotions** for First Officers. This proposal damages Ryanair's First Officers.
7. An agreed mechanism for selecting pilots in the case of downsizing or base closure.
Agreed (but problem is that this contradicts requirement's 10 & 11 below – which FORSA can't/won't explain).
8. An agreed mechanism for allocation for annual leave.
Agreed – Ryanair has provided written proposals which will fairly allocate annual leave to all pilots by reference to seniority.
9. An agreed mechanism for the allocation of duties to member pilots.
Agreed – Ryanair has explained that all duties are rostered by an optimizer computer to ensure that all pilots get a fair distribution of flight hours and duties.
10. The introduction of a seniority agreement shall not, and will not, be used to displace member pilots from existing positions.
Agreed by Ryanair (although FORSA cannot explain what this means, because it contradicts requirement no.7 above and no.11 below).

11. Any base transfer, cannot affect a directly employed pilot's position on the Master Seniority List.

Answer: Ryanair is happy to agree to this but it clearly conflicts with no.7 and no.10. If there is a base downsizing (say in Frankfurt Hahn) under requirement 7, then people who are higher up the seniority list may displace Captains and First Officers in Dublin, which would be a breach of requirement 10 (cannot be used to displace Irish pilots). If a base transfer in clause.11 cannot affect a position on the seniority list, then clause.7 can't be implemented.

Ryanair has asked FORSA to explain what they require under requirement 7, 10 and 11, but FORSA have refused. Ryanair have pointed out the contradictions in clauses 7, 10 and 11 to FORSA, but again, FORSA have been unable to explain how 1 base can be reduced or closed and pilots higher up the seniority list transfer to other bases (say Dublin), without it affecting (say Dublin) pilot positions at other bases (say Dublin).

As you can see from the above, Ryanair's Irish pilots are being asked to engage in strikes, organised by Aer Lingus pilots, benefiting Aer Lingus bookings and profits when the only requirement Ryanair has not agreed to is one that FORSA can't/won't explain (7, 10 & 11) or no.6 which will damage the promotions of First Officers.



By Registered Post

17 May 2018

Mr Michael O'Leary
Chief Executive Officer
Ryanair
Swords Retail Park
Co. Dublin

Dear Michael,

IALPA (branch of Trade Union Fórsa) wish to meet - at a neutral venue - to negotiate and agree a seniority system and associated agreement to form part of our members' terms and conditions of employment which will provide transparency and fairness to decisions made by management which have a very large impact on the lives of our members and their families.

Our member pilots directly employed by Ryanair complain that there is no transparent system for the determination of important matters including but not limited to the following: voluntary/involuntary base transfer/allocation, command upgrade, allocation of annual leave and promotion. When a pilot receives notice of a mandatory base change, or is denied a request for a change of base, such management decisions can have a devastating effect on family life. It is self-evident that the transfer to another base can cause family upheaval and in some cases cause family breakdown.

Ryanair's current system for promotion from FO to Captain in most cases includes a mandatory base change, when there may well be basing opportunities for Captains in their existing base. Due to the profound consequences a base change can have for pilots' families, some FOs may not put their names forward for promotion. Career progression can consequently be stunted due to the lack of transparency on the criteria used to transfer pilots between bases.

Such decisions by an employer cannot be made without due process particularly on the issue of how and why specific pilots are selected for such transfers or indeed denied a request for transfer. The strain and stress on the pilot is further compounded by the absence of a transparent mechanism which provides for fair

selection of individuals, or a mechanism to objectively review such decisions once they have been made.

It is the view of IALPA that a Seniority Agreement will provide our member pilots directly employed by Ryanair with a fair and transparent mechanism to understand how and why they are in the base that they are in, the order in which their turn may come for a transfer, how and why they received a particular annual leave allocation, or any other decisions that should take due account of their length of service and seniority in the company. As an industry norm in most airlines, such an agreement will also enhance the attractiveness of Ryanair as a pilot employer and will serve Ryanair well in retaining and recruiting the pilots it needs for future growth and success.

We set out below the minimum requirements such a Seniority Agreement must have to be transparent, sustainable and supportive of pilot retention and recruitment.

1. A single agreed Master Seniority List (MSL) that will contain and apply to all our member pilots directly employed by Ryanair.
2. The agreed MSL will be published and made available to all our member pilots directly employed by Ryanair on or before 31 January every year.
3. A single bid form for base transfers, clearly showing all our member pilots directly employed by Ryanair (Captain and Copilot) positions in each base.
4. An agreed transparent mechanism for entry on to the agreed Master Seniority List which will have due regard for date of entry into Ryanair.
5. An agreed transparent mechanism of appeal for establishing our member pilots' directly employed by Ryanair position/s on the agreed MSL.
6. An agreed transparent mechanism for selection of our member pilots directly employed by Ryanair on a voluntary basis for allocation to positions such as but not limited to command upgrade and/or filling base vacancies.
7. An agreed mechanism for selection of our member pilots directly employed by Ryanair on an involuntary basis in case of base downsizing or closure.
8. An agreed transparent mechanism for the allocation of annual leave to our member pilots directly employed by Ryanair which will have regard to seniority as one of a number of determining factors. There will also be due regard for the importance of allocating annual leave to coincide with school holidays or other family circumstances of importance to different pilots.

9. An agreed transparent mechanism for the allocation of duties to our member pilots directly employed by Ryanair including but not limited to flight duties and ground based duties.
10. The introduction of a Seniority Agreement shall not and will not be used to displace our member pilots directly employed by Ryanair from existing positions (Captain & Co-pilot) and/or base.
11. Any base transfer, voluntary or involuntary, cannot affect a directly employed pilot's relative position on the Master Seniority List.

We wish to meet with you at a neutral venue to discuss these matters and we confirm our availability to enter into negotiations on them.

If it is not possible to negotiate the introduction of such a Seniority Agreement for the benefit of our member pilots directly employed by Ryanair, it is our intention to ballot our member pilots directly employed by Ryanair for sanction for industrial action up to and including strike action.

We further put you on notice that if we do not receive a positive response to this letter and the proposals therein on or before 1700 on Thursday 24 May 2018, it is our intention to ballot our member pilots directly employed by Ryanair for sanction for industrial action up to and including strike action.

We hope Ryanair will see the benefits to all stakeholders of such a system of fairness and transparency.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'A. Kirk', with a long horizontal flourish extending to the right. To the left of the signature, the letters 'P.P.' are handwritten vertically.

Ms Angela Kirk
National Secretary Fórsa

CC: ECA