

Fly Now, Grieve Later and 25(F)



*Doug Mowery (PIT)
Chairman, Grievance Committee*

“ We are back to allowing a pilot to ‘protect his pay’ and fly 85 hours during the disputed month without reducing his compensation award. ”

This positively huge issue of Fly Now, Grieve Later was satisfactorily resolved in mid-January. Recall I have highlighted in past months that the Company had recently shifted their philosophy in grievance award compensation to taking credit for any time that you made up during the disputed month, therefore, reducing their liability.

In early December at the fourth quarter regular MEC meeting in PIT, I briefed the MEC on this potentially devastating practice and informed them of the cases that were scheduled for arbitration in late February. The MEC promptly directed the Chairman, Chris Beebe, to express their collective outrage to the Company over this attack on our way of life. With that impetus, the Company began serious discussions to settle the case and by early January a 100 percent restoration of the past practice had been achieved. We are back to allowing a pilot to “protect his pay” and fly 85 hours during the disputed month without reducing his compensation award. If any money is due and the pilot had achieved a full month, then the money will be deposited in his pay bank (regardless of its size.) If he did not achieve a full paycheck in the disputed month then he will be paid in accordance with Section (H) 3 “correction of shortages” up to the applicable monthly maximum and the remainder, if any, deposited into the pay bank.

If a grievance award pushes your pay bank over the applicable maximum, please drop the

85 Hour Committee a note and reduce it back to the legal limit during the next fly month.

Without the prompt and decisive action of the MEC, this settlement might not have been possible before arbitration. Additionally, members of the Negotiating Committee, MEC Vice Chairman, Craig Skinner and Counselor Jeff Small interfaced with Company officials on the Grievance Committee’s behalf while I was in initial training to a new aircraft during this period. They helped immensely and kept me informed of the progress of the case while I was in MIA.

Let me be clear, however, that this is not something to “high five” about. We did not gain anything. The Company took the “practice” away and unfortunately, we had to fight to get it back. We should not have had to do that in the expected “new era of corporate culture” which was supposed to begin with our new agreement. No folks, this was just another peanut butter jar —just a little bigger jar than some of the others.

Section 25(F)

The long-awaited Section 25(F) settlement was finally achieved in late January and signed in early February. It became effective February 15, 2000.

This issue deals specifically with 25(F)2—pay while rescheduled—however, by mutual agreement the entire paragraph (F)1 through 4 has been held in abeyance during this dispute in favor of the old 25(J) language. The agreement itself is reprinted here:



SETTLEMENT AGREEMENT

MEC 99-1-8 Section 25(F)

A. The parties agree that the term "rescheduled" as used in Section 25(F) means any and all deviations from a pilot's originally published pairing with only the following exceptions:

1. Cancelled segments that occur at any time during the trip without requiring the crew to fly a different pairing. However, the cancellation of a scheduled flight and the creation of a new unpublished flight between the same city pairs within four (4) hours of the original scheduled departure time does not constitute a cancelled segment and would require payment to the pilot for the cancelled flight unless the pilot has requested release from duty in accordance with Section 12(E). Further, flights scheduled as extra sections more than 48 hours in advance of the cancelled flight are not considered "new unpublished flights" for purposes of this paragraph. If an extra section is created less than 48 hours prior to the cancellation, the extra section shall require payment to the pilot for the cancelled flight unless the Company can demonstrate to ALPA's satisfaction that the creation of this "new unpublished flight" is not related to the cancellation.

2. Deadheading to position a crew due to a cancelled flight(s) to continue a series of flight(s) on the original pairing.

3. Diversions for fuel, weather or an emergency if the crew next proceeds to the originally released destination prior to the diversion or to the next destination on the original pairing.

4. Delays of scheduled departure/arrival times which do not result in flying to different city pairs than were contained in the original pairing.

5. By-passing cancelled flight segments in the affected pilot's pairing, provided that another flight has not been cancelled pursuant to A.1. above which would be covered by the affected pilot e.g.,

(Duty Period 1) Original pairing: PIT-PHL-TPA (both flight segments cancel)

(Duty Period 1) Revised pairing: PIT-TPA.

B. Should a significant delay or cancellation be expected on the first flight segment of the affected pilot's pairing or duty period, Crew Scheduling will make every effort to notify the flight crew of the delay. All compensation shall be based on the original report time regardless of whether the crew is notified to report at a later time. Should a crewmember be advised not to report until a later time, he shall be compensated as if he reported at his original report time. Specifically, the applicable duty rig pay (1 for 2 or 1 for 1-3/4) shall continue until the time of release from that duty period. If at the conclusion of the scheduled duty period, if the pilot has not been notified of any assignment for that duty period, he shall be considered released at that time from that duty period. Further, the trip rig (1 for 3-1/2) will continue to apply until the crewmember is released from the trip. In addition, the crew shall not be expected to report to the airport until one (1) hour prior to the revised departure time.

C. This agreement becomes effective with pairings commencing February 15, 2000 and settles MEC Grievance 99-1-8 in its entirety.

FOR US AIRWAYS, INC.

FOR AIR LINE PILOTS ASSOCIATION

Anthony J. Bralich

Douglas L. Mowery

Director Labor Relations - Flight

MEC Grievance Chairman

Dated: _____

Dated: _____

WITNESS:

Craig B. Skinner

MEC Vice-Chairman

“As we attempted to settle this case early last year, I asserted to the Company that I felt its exposure on the pure cancelled legs issue was small as duty rigs and overflying on other legs usually recovered the ‘lost’ time anyway. They indicated otherwise.”

What it all means

Now for the hard part—explaining what it all means. In paragraph A our goal was to define, once and for all, what is a “reschedule.” Basically, it is any change in a pilot’s published pairing with five exceptions:

1. Pure cancelled legs are not a reschedule. If your out and back to ALB cancels you have not been considered rescheduled and 25(F)2 pay protection does not apply. The bulk of this paragraph deals with our desire to close the occasional flight number shell game that the Company plays. For example, your Flight #2 to ORD cancels. All of a sudden, one hour later, a #7002 springs from Systems with a different crew to fly your passengers to ORD. The Company would later contend that you hadn’t been substituted and therefore no pay was due. The four-hour window on either side of your original flight time should adequately address this problem. The Company countered with a greater than 48 hour window *before* a cancelled flight to add an extra section and not incur this penalty—i.e., for added demand, such as flights to SDF during the Derby, etc. We agreed that if an extra section was on the books for that amount of time and then a flight cancelled that there was *probably* no correlation between the two and substitution pay protection would not be in order.

A “rest of the story” explanation is needed here. As you may recall from my springtime *US AIRWAVES* articles on this subject, the issue of pure cancelled legs and whether you get the original value of your trip or not in that case—25(F)2 protection—was what *this* case was all about! So what happened? Why did we concede to the Company the heart of this grievance? “Doug, did you cave on us?”

As we attempted to settle this case early last year, I asserted to the Company that I felt its exposure on the pure cancelled legs issue was small as duty rigs and overflying on other legs *usually* recovered the “lost” time anyway. They indicated otherwise. I challenged them to do a valuation on my assertion and told them I’d be happy to participate. At some point I was told they were doing one but some “economic” people in DCA were crunching the numbers. I had not been invited to help. I then asked for the data supplied to their “crunchers” so we could do our own valuations to counter or validate their numbers at arbitration. They did comply with that request.

It turned out the Company randomly selected three dates in March 1999 and looked at all of the pairings that touched those days and suffered cancellations—there were 155 of these. Of that number, only 27 pairings lost pay from the original published value under the *old* 25(J) rules—17.4 percent! Seven of those pairings lost *less than 10 minutes* (20 left or 12.9 percent). Twenty-two (22) of the pairings lost less than one hour leaving only five out of 155 trip pairings or 3.2 percent.

I next took a random sampling of 11 of the 27 negative pairings and looked at all the activity on those pairings. I discovered that five of the 11 had a 25(F)2 pay protection event. In these cases crew or equipment subs had occurred. Therefore, applying the *new* rules, only six of my random 11 negatives (55 percent) were valid negatives. So under the new 25(F) rules you could cut the above percentages by about half (9.0 percent total—7.0 percent greater than 10 minutes—less than 2.0 percent greater than one hour).

As you may also recall, March 1999 was our worst weather month of the year. An article in the Company rag even highlighted the adverse impact March’s storms had on our operations. I asked the ALPA Economic & Financial Analyst folks to provide data on our “completion factor.” It turned out the number of cancellations in March 1999 was *double* the annual rate for the last several years. So take the numbers and whack them in half again (4.5 percent total—3.5 percent above 10 minutes—less than one percent greater than one hour). Not a whole lot.

As we never got to arbitration I never got to see what the Company’s valuation turned up. Too bad—I’m sure their numbers would have been close to mine just as they’ll be close to ours on the parity review. (Roll eyes, reach to make sure wallet is still there.)

As we got down to the nuts and bolts of preparing this case, the attorneys selected began to express some nervousness about our chances. The short version was, in their opinion, that in the “rush” of those last days there was doubt about a “meeting of the minds” on the *pure* cancelled legs issue. They felt the Company would testify: “Sure you get paid for the original value as a guarantee, irrespective of cancellations, but *only if* you have been rescheduled—and we don’t consider pure cancellations a reschedule.” That last twist they felt was not adequately nailed down in those final chaotic days. (And *who* created that chaos folks? Live and learn next time.)

It gets worse. The arbitrator would then probably fall back solely to the contractual

language of 25(F) since the negotiating history was not black and white. They read the first two paragraphs to me . . . slowly. “Once a pilot reports . . . may reschedule such pilot to maintain schedule or substitute another crew . . .”

There was no mention of cancellations in paragraph 1.

Paragraph 2 begins: “Any pilot who is rescheduled in accordance with paragraph 1 above will be guaranteed the pay value of his originally awarded or assigned trip . . .” The language, they felt, would probably support the Company’s version more than the version we were told by our negotiating team (another lesson).

The roots of this case go back to 1993 and the seeds of “Son of Polstein.” My emotional attachment to this issue was extreme—too much so. I was too close to this. With great effort I forced myself out of the trees and reluctantly looked at the forest. In what was the most difficult moment of all the ALPA work I’ve done to date, I realized that they were probably right. As hard as it was, I accepted their professional, more unbiased than mine, opinion as to our chances at arbitration. They suggested that since the financial impact of pure cancelled legs on a pilot was small (as detailed above), we offer, in settlement, to give them the heart in return for finally nailing down a definitive rescheduling agreement. And so we embarked on the road that lead us to this agreement—and that’s why I caved.

2. This is the infamous “repositioning.” We agreed that if, for example, PIT-PHL-BOS cancelled and you deadheaded PIT-BOS, then that would not be a reschedule. The Company is merely repositioning you to continue on your pairing, which is what most pilots want.
3. We agreed with the Company that they should not be penalized for diversions due to weather or an emergency that are not in their control. For example, you are flying PIT-DCA-PIT. DCA is fogged in and after holding you divert to IAD. If you refuel and later depart to DCA or have the passengers bussed to DCA and fly back to PIT, then you have not been rescheduled. If, however, you instead went IAD-CLT, then that would constitute a reschedule.
4. This clause typifies the sharp shooting mentality of some in the Company. They wanted to ensure that if a flight had a different posted “time” on the monitors or in the SABRE system due to late-

arriving equipment, maintenance, etc., that a pilot wouldn’t claim he was “rescheduled.” I told them we had never viewed this commonplace event as a “reschedule”—but if it made them feel better we would toss it in. It would be a ridiculous assertion on our part, but it’s in there anyway.

5. Look at this clause the same way as the DH reposition clause in #2—only in this one you’re riding in the front instead of the back. In the example given, if PIT-PHL-TPA cancels and you fly PIT-TPA then that is OK. You may even have some passengers on the PIT-TPA segment, if they were originally scheduled to go with you on the cancelled legs (example: thru flight or connecting flight). What is not supposed to happen here is that you pick up a load of passengers from a cancelled PIT-TPA non-stop flight. This would amount to a violation pursuant to the exclusion in #1 above and would be considered a substitution and therefore 25(F)2 pay protection would apply to you and the crew that had been cancelled.

If anything else happens to your pairing—you sub for someone else, they sub for you, you ferry an aircraft for maintenance, you’re asked to flag stop into another city, etc.—then you qualify for the pay protection of 25(F)2. You are guaranteed the original published pay value of your pairing. (The issue of whether the replacement crew on a flag stop gets pay protection is part of another grievance and not settled yet.)

Paragraph B deals with the issue of courtesy calls and the Association’s assertion that “courtesy calls” do not waive pay entitlements. We had already clarified this (we thought) in a March 1997 meeting on rescheduling issues but the Company spent an arduous amount of time forcing us to retake this territory. Specifically, the Company began to say (again) that if they called you at home and told you to report later, then the duty rigs clock did not start until your *actual* report. This paragraph clarifies that the 1/2 and 1/3.5 clock starts ticking at our *original* report time. This also applies to subsequent duty periods where they call you at the hotel and tell you to report later. The Company wanted protection to have the rig clock stop at its originally scheduled end time if you have not heard anymore from the Company—i.e., Systems forgets about you during “the big one.” At the original conclusion of your duty period the 1/2 shuts off, you

“If anything else happens to your pairing—you sub for someone else, they sub for you, you ferry an aircraft for maintenance, you’re asked to flag stop into another city, etc.—then you qualify for the pay protection of 25(F)2.”

are released for a duty break, but the 1/3.5 still is ticking since you aren't home yet.

This paragraph was vitally important as we are depending upon the Section 12 duty rigs to hold your pay reasonably close to its original value in return for giving up our fight on the pure cancelled legs as described above.

During the final weeks of negotiating this settlement I hit upon the idea of a "quiz" that the Company would respond to so as to further clarify this issue and hopefully avoid future

gray areas. I made up ten questions that encompassed cancellations, late reports, substitutions, etc., and sent it to Company officials to complete. They later responded that they were too busy to complete the quiz and asked me to fill out ALPA's answers and they would agree or disagree.

To help you better understand this issue, the *US AIRWAVES* staff has recreated the quiz and my answers below:

25(F) QUIZ

For the following questions assume the following facts:

- Two-day trip worth 12+00
- First day has 7 legs worth 1+00 each for 7+00 pay
- Vm = 6+00 Duty day is 13+00 hrs (RPT 0800)
- Second day has 5 legs worth 1+00 each for 5+00 pay
- Vm = 4+00 Duty day is 7+00 hrs (RPT 1200)
- Total Pairing Trip time is 35+00 (PRG Rig – 10+00)
- Trip is a series of out and backs into domicile

1. Q. All legs fly as scheduled—the last two legs of the trip (2+00) on DP#2 Cancel—Pay?

A. **11+00 hrs**

DP#1 – 7+00 – As scheduled

DP#2 – 4+00 – 2 legs x-cell (3+00 actual left) but VM brings value to 4+00

11+00

2. Q. DP#1 yields +30 minutes extra of pay (7+30). Last two legs of DP#2 are substituted by another (crew or equipment)—Pay?

A. **12+00 hrs**

DP#1 – 7+30 – Actual flown

DP#2 – 3+00 – Actual flown

1+00 – VM for DP#2

+30 – 25(F)2 Guarantee (original trip value)

12+00 (*Rescheduling Event*)

3. Q. Crew is advised not to report on DP#1 until 1100 as first two legs cancel (2+00) rest of trip runs as scheduled—Pay?

A. **11+30 hrs**

DP#1 – 6+30 – (1 for 2 based on original report – duty day 13 hrs)

DP#2 – 5+00 – As scheduled

11+30

4. Q. Crew is advised before report that all of DP#1 is cancelled (7+00) and to report on DP#2 to DH (1+00) into position to fly all of DP#2—Pay?

A. **10+00 hrs**

DP#1 – 2+00 – Show no go

DP#2 – 6+00 – Actual

8+00

2+00 – Credit for 1/3.5 trip rig based on original report



5. Q. Crew is advised before report that all of DP#1 is cancelled (7+00) and to report on DP#2 to DH (1+00) into position to fly all of DP#2. During DP#2 the crew is legally rescheduled to fly a different out and back on the last two legs (crew or equip. sub)—Pay?

A. 12+00

DP#1 – 2+00 - Show no go
 DP#2 – 6+00 - Actual
 8+00
 2+00 – 1 for 3.5
10+00 + 2+00 – 25(F)2 Guarantee (*Rescheduling Event*)

6. Q. Big snowstorm hits—crew is advised prior to or at report that all of DP#1 is cancelled. The crew goes/remains home and never hears from crew scheduling again. The last leg of DP#2 is flown by another crew (crew or equip. sub.) (1+00)—Pay?

A. 12+00

DP#1 – 2+00 – Show no go
 DP#2 – 4+00 – Vmin
 6+00
 6+00 – 25(F)2 Guarantee (*Rescheduling Event*)
12+00

7. Q. Same Storm—Crew is advised to remain available for duration of pairing. All of pairing eventually cancels—Pay?

A. 10+00

DP#1
 1/3.5 = **10+00 for entire trip period**

8. Q. Same Storm—Crew is advised prior to or at report that all of the pairing is cancelled at that time—Pay?

A. 2+00

2+00 – Show no go
 With entire trip x-cell at outset crew is released and may seek additional flying

9. Q. After completing 6 legs of DP#1 (6+00) the crew is informed in their domicile that their last leg to the RON and all of DP#2 are now cancelled – Pay?

A. 6+00

DP#1 – 6+00
 DP#2 – 0+00
6+00 No reschedule event – all of DP#2 is gone – crew released at DP#1 conclusion.

10. Q. Two legs of DP#1 cancel (2+00). Last two legs of DP#2 are crew or equip. subbed – Pay?

A. 12+00

DP#1 – 6+30 – (1/2 13+00 duty > 5+00 actual)
 DP#2 – 4+00 – (VM > 3+00 actual)
 10+30
 1+30 – 25(F)2 Guarantee
12+00 (*Rescheduling Event*)

The Company’s response to the quiz follows:



U·S AIRWAYS

December 10, 1999

Captain Doug Mowery
MEC Grievance Chairman
Air Line Pilots Association
One Thorn Run Center, Suite 400
Coraopolis, PA 15108

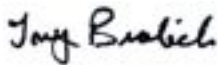
Dear Doug:

This will confirm our settlement discussions yesterday regarding Section 25(F). We have reviewed your examples and are in agreement with all of the *total* pay determinations except in example 8. Although we are in agreement with the total pay determinations (except for example 8), the method in which we arrive at the total pay differs somewhat. To clarify our position, I will summarize our comments for each of your examples.

1. Agreed.
2. Agreed. However, we would not consider this a rescheduling event.
3. Agreed.
4. Agree with total pay. However, we would not apply a 2 hour show-no-go for DP #1. We would pay the 6 hours actual in DP #2 and 4 hours of 1 for 3 1/2 for a total of 10 hours.
5. Agree with total pay. However we would not apply a 2 hour show-no-go for DP #1. We would pay 6 hours actual for DP #2 and then pay to 12 hours to published trip value.
6. Agree with total pay. However, we would not apply a 2 hour show-no-go for DP #1 unless the pilot actually reported. Assuming the pilot did not report, we would pay 4 hours actual for DP #2 and then pay to 12 hours to published trip value. Also, we would not consider this a rescheduling event.
7. Agreed.
8. We would not apply a 2 hour show-no-go in this example. We agree that if the entire trip is cancelled, the pilot is released and free to seek additional flying.
9. Agreed.
10. Agree with total pay. The reference in DP #1 should read (1 for 2 of 13+00 duty > 5+00 actual and > 6+00 VM. However, we would not consider this a rescheduling event.

Please let me know if the above satisfies the remaining issues. Thanks.

Sincerely,



Anthony J. Bralich Jr.
Director, Labor Relations - Flight



This left us with two final issues to clear up. First was the Company’s insistence that they did not view #2, #6 and #10 as “rescheduling events.” When queried, their answer was that they don’t consider a pilot “rescheduled” unless *he* goes somewhere else (i.e., in #5)—but they do agree that you qualify for the *pay* because of the last sentence in 25(F)2, “This pay protection will also apply to a pilot who is replaced . . .” I responded that if both the replaced and the actual substituting crew get paid the same and the provisions are both covered in 25(F)—Rescheduling, then what was the semantical big deal? They simply said that was how they felt about it and there was “no trick” involved. Hmmm! They seemed unusually insistent for such a trivial issue (in my

mind) so I ran this by a dozen or so ALPA people. Nobody saw any hidden land mines in our future on this so I finally told the Company “Fine, as long as we agree on the pay—and if there is a ‘trick’ that comes back to haunt us then we will chalk up another lesson learned and deal with it then.”

This left one final piece—the Company’s opinion that a “courtesy call” would waive the 2+00 show no go pay. As mentioned earlier, we clarified “courtesy calls” would *not* waive the starting of the duty rig clock. We felt it was consistent the 2+00 show-no-go entitlement should not be waived either.

In late January the following compromise was reached on this issue:

January 18, 2000

Captain Doug Mowery
MEC Grievance Chairman
Air Line Pilots Association
One Thorn Run Center, Suite 400
Coraopolis, PA 15108

RE: Settlement Discussions - 25(F)

Dear Doug:

Pursuant to our conversation on January 13th, this shall confirm our understanding regarding the pay for “show no go” issue.

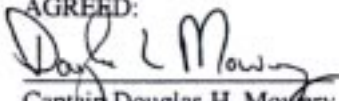
Specifically, if a courtesy call notifying a pilot that his trip has been cancelled in its entirety has been received prior to departing his residence to begin his travel for the express purpose of the trip in question, then the 2+00 show no go pay would not apply. However, once the pilot departs his residence to report for the trip, a show no go pay of 2+00 would apply even if he were notified prior to his actual report at his domicile.

Additionally, the parties agree that the examples and answers the Association provided on 25(F) (the “Quiz”), as agreed to or modified by my response letter dated December 10, 1999, serve to further clarify the intent of the settlement agreement.

If you concur with the above, please sign below.

Very truly yours,

Anthony J. Bralich Jr.
Director Labor Relations - Flight

AGREED:


Captain Douglas H. Mowery
MEC Grievance Chairman

25 JAN 00
Date

“Is this a better deal than the old ‘Son of Polstein?’ It depends.”

Summary

Section 25(J) of the old Agreement and the confusing leg-by-leg calculations of “Son of Polstein” no longer apply. Section 25(F) is now in effect. If you qualify for 25(F)2 pay, then all you do is look at your personal activity. If it’s more than your original published pairing, then no additional compensation is due—if it’s less, then you get the original trip value. It no longer matters what the value of the “legs” that may be subbed for you are worth.

Is this a better deal than the old “Son of Polstein?” It depends. If they just gave 3+00 of your trip to someone else to fly, and you’re

over 1+00 on other legs you’ve flown, you won’t have a claim to that full 3+00 if it puts you over your original trip value. The extra 1+00 you were gloating over earlier may evaporate now. But if you never turn a wheel in the big storm (Quiz #6) and someone flies just *one* leg of your pairing then you will be paid the full original value of your trip—that would not have occurred before.

Take care everybody!

