Apologies

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"... there was an agreement, in concept, during these last negotiations, to now limit a Lineholder's ability to improve off his block trip after the bid sheet is closed for the applicable day in question."

My last *US AIRWAVES* article on "Wants Better" created a New Mexico firestorm. You may recall I wrote that you may make *one* move off of your block trip at *any time*. After that article hit the street, the head of Crew Scheduling chastised me for not running that concept by him first as he strongly disagreed with it and knew this would lead to scheduler/pilot conflicts. Mike Berryman, Vice Chairman of the Grievance Committee, countered by stating that he remembered me addressing that very issue *twice* at two different grievance hearings in front of Company officials (albeit, not the one complaining to me at that moment). The Company registered no objection either time. One of the Company officials was at this particular meeting, and he checked his notes and admitted that I had indeed brought up this issue. He had made a note to check with the head of Crew Scheduling. He forgot to do that.

So after we got the blame for who "dropped the communications ball" in the proper court, we went on to debate the issue. The Company then told me that they felt they had achieved "greater stability" in the scheduling process in this last round of negotiations and that a *definitive* close-out of the bid sheet two days early was a part of that. Once that had occurred, everyone with a trip was now locked in—even if it was your original block.

I sent messages far and wide to anybody that was a party to negotiating Section 25 in this last agreement for ALPA. The general consensus that I got in return was that the Company was right. So, although it's not written anywhere that I can find, there was an agreement, in concept, during these last negotiations, to *now* limit a Lineholder's ability to improve off his block trip *after* the bid sheet is closed for the applicable day in question. Sorry!

If any conflicts arose from my article on this subject, I apologize to you and to the crew schedulers processing the A/I list.

But hopefully, next time when I say something to the Company, they will give me a little more timely feedback if they disagree.

Global settlements

We met for two days on May 23 and 24 to attempt to settle the backlog of cases awaiting arbitration before the System Board of Adjustment. We managed to cover 35 of the outstanding cases. At the conclusion, the Company flabbergasted us by stating they would work up an "all or nothing" proposal within the next week. This was not how the first round of settlement talks were handled (and that round productively settled several cases on an individual basis). Jeff Tokash (PIT Grievance Chairman) quite adequately communicated our displeasure at learning of this change in the final moments. They obviously knew they would try this new strategy—as unworkable as it is—before we began the two days of talks.

On June 28, we continued with the global settlement discussions. The Company still didn't have a proposal—in fact, they hadn't even started on one! We were informed that they were still in the "fact-finding mode."

Arbitration

We had a hearing in early June on behalf of a pilot who lost his medical while on furlough. The Company is denying the pilot access to disability benefits, as the disqualifying event occurred while he was not an active pilot. We disagree with their interpretation of the language in the disability plan and feel it refers to a pilot's inability to receive benefits while inactive, but does not bar him/her from *ever* obtaining benefits once they return to the property. The Company's read is that the language permanently bars the pilot from ever receiving disability benefits if the disqualifying event occurs while you are not actively on the property (furlough, leave of absence, etc.).

Needless to say, this is a big deal.

After consultations with the arbitrator selected for this case, it was agreed that the proper venue for this particular grievance resided with the R & I Board. The case will now go there for adjudication. An answer to this dilemma may not be known for some time. In the meantime, it may be in your best interests to adhere to the following:

(1) If you are contemplating a leave of absence—don't!

(2) If you are on a leave of absence now, you may want to consider returning as soon as possible. Stay as healthy as possible until you return.

If this case is lost, I can't fathom why anyone would ever risk taking a LOA again! We could probably rip most of Section 13 right out of our agreement and burn it.

Future arbitrations

Five more arbitrations are scheduled for this year. We also struck arbitrators for eight more cases to begin filling in the calendar for next year. I'll tell you more on those later. Next up is the Promotion Out of Seniority/Accelerated Training 24(F) MEC grievance scheduled in July in DCA.

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