

Corporate Culture



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Numerous articles have been printed recently on the “corporate culture” that exists at US Airways. Most talk about upper management and the tone they set. While it is definitely true that the upper management of this corporation are the prime movers behind the atmosphere that we have to work in, it continually amazes me how those of us on the front lines—pilots, agents, flight attendants, utility, mechanics, etc.—allow this culture to exist between us!

Granted, this is exactly what upper management wants in the first place. They love it when employee groups splinter and can’t get along. But why do we allow them to get away with it? Aren’t we all smarter than that? Just because the folks at the top treat our Association with disdain, does that mean an agent should treat us the same way—or vice-versa?

The most egregious example of this occurred late last year. Recall in the January/February *US AIRWAVES*, I wrote about pilots with must-ride status in ground school being bumped (for the second time in two months) from the Friday night prime time PIT-CLT flight. I subsequently filed an MEC grievance on this simple issue (which, by the way, has still not been adequately answered yet). In this second incident, the PIT Chief Pilot happened to be trying to get on the same flight. After the flight had pushed, with our guys still at the gate, things obviously began to deteriorate slightly. One of the bumped pilots recognized the PIT Chief Pilot sitting in the boarding area watching the escalating situation and asked him to “get involved.”

Subsequently, some of the bumped pilots and the supervisor working that flight accepted the Chief Pilot’s offer to come up to his office

to talk things out. Amazingly, in that venue, the supervisor stated that he did not care about the pilot’s working agreement and that there was no way he was boarding non-revs (even with “must ride”) ahead of revenue passengers—period! This statement, in addition to being against our working agreement, is also at odds with the Corporate Travel Policy on “must ride.”

It is incredible that an agent supervisor would so openly flaunt his disdain for our agreement and Company policy in front of a corporate official—a Regional Director of Flying. Why does he do it? Because he can! I doubt seriously the supervisor in question got in the slightest bit of trouble for his outrageous statements—and he knew he wouldn’t!

This single incident says more about the corporate culture of this company than any other.

But let’s get back to my original point. The corporate culture of this airline is *never* going to change if we wait for it to occur at the top. These folks are just giving us lip service on this issue to appease us a little while longer while they continue to work on their agendas.

Herb Kelleher is not running this outfit. The people in charge here do *not* want us to be one big happy family! It’s time everyone realizes that and quits griping about a “new corporate culture.” It’s a con job, pure and simple.

If the culture here is to change it will have to come from the bottom up! It will be up to us, the front line employees, to do it. And it won’t be easy. But let’s start. Let’s cut our fellow employees a break, show them all the respect they deserve and eventually “what goes around will come around.” Let’s stop fighting amongst ourselves and amongst other employees and let’s make this place a better place to work.

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**24(F) arbitration MEC 99-3-4
Promotion Out of Seniority**

This arbitration was held in DC July 6-7 before Arbitrator Larry Holden. The issue involved the acceleration of a pilot's effective bid award date without regard to seniority. If this acceleration was from a First Officer to a Captain position, a sizeable amount of money was involved.

When the ability to accelerate a pilot's effective bid date was first settled in the early 1990s, as a result of another MEC grievance (Floating Bids), the Association granted the Company the increased flexibility they sought but only if it was done in seniority! As pay protection does not kick in until the bid effective date, it was paramount that seniority be used to determine the acceleration (and perhaps higher pay) of a bid effective date. Unfortunately, we discovered this wasn't being done.

The dominoes were falling thusly—

1. Letter goes out to pilot right at the contractual deadline (10 days) of his initial ground school date.
2. Pilot gets letter seven or eight days before school begins.
3. Pilot has major problem which prevents going to school on the date Resource Planning has selected. (Hey, stuff happens!)
4. Pilot calls Chief Pilot who agrees pilot shouldn't go to school for his stated major problem.
5. Chief Pilot calls Resource Planning removing pilot from class about five days before start of class.
6. Resource Planning now needs to fill a training slot with short notice and can't force a pilot to accept a training date with less than 10 days notice.
7. Resource Planning resorts to unofficial, unapproved-by-ALPA, "short call" list of pilots who have called to volunteer to waive their 10-day notification.
8. This list is full of—you guessed it—people looking to make more dough by having their bid effective date moved up.
9. Resource Planning selects a pilot from this list without regard to other pilots' seniority who are awaiting training.
10. More senior pilot later sees more junior pilot (with same *original* effective bid date) walking around with new hat, extra stripe and huge grin.

11. Senior dude gets upset and calls ALPA.

The arbitration began, like all contractual cases, with ALPA presenting its case first (the Company goes first in discipline cases). Before the Company could go forward, their attorney was called away with an emergency. (Hey, stuff happens!) We then decided, with some aid from the arbitrator, to use the time productively and seek a negotiated/mediated solution that all parties could live with and that the arbitrator would endorse and maintain jurisdiction over.

In these discussions we focused on two main issues. The first domino in this chain of events is the Company waiting until the last minute to send out the official notification—why not send them out at 20 days, and give yourself a chance to uncover known problems before getting inside the 10-day zone?

Second, seniority, seniority, seniority. Anytime a bid is accelerated per 24(F) it needs to be offered in seniority!

Happily by the end of the second day, we had reached a satisfactory conclusion. The agreement is still being massaged before being sent to Mr. Holden for his endorsement but here are the highlights:

1. The Company will send letters out 20 days before class starts.
2. Accelerated bids will be offered in seniority with one caveat—the Company has an "out" if the training that they or the FAA wants the pilot to have is dissimilar (i.e., you need differences, the opening is in an initial class.) [Staffing in domicile is not an excuse for the Company.] If the Company gets inside of 10 days they must contact pilots at their primary and secondary numbers in seniority and allow two business days for the pilot to call back and accept or decline the offer. If two business days don't exist before class starts, then a "reasonable" period to respond must be given (i.e., by 1600 Friday afternoon if it's Thursday and class starts Monday for example).
3. If the Company fails to follow seniority, ALL pilots skipped will be paid. This is a huge penalty for the Company to agree to, as it is a general (but not necessarily absolute) principle of arbitration labor law that if a seniority transgression occurs, the arbitrator will apply the following fundamental test: What would have happened had the Company done the

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right thing? The result of the analysis usually yields remuneration to only the most senior pilot who would have been entitled to receive the offer. So for the Company to agree to a penalty above the standard available in grievance is a great incentive to ensure Contract compliance. I am confident this problem will evaporate quickly.

However, the standard just mentioned caused us some problems in trying to get any money for the pilots who were “in the middle” and outraged at what had occurred. It would be an uphill battle and we knew that. In spite of that, the Company agreed to:

1. Research if the most senior pilots had been made whole in the past and provide ALPA a report on that endeavor.
2. Provide a modest sum of money to be distributed to the “not the most senior” pilots who contact ALPA (\$10,000).* It’s not much, but the arbitrator was likely to give zero to this group of pilots, and it was a good faith offer on the part

of the Company to offer money to a group of pilots—who probably weren’t going to get anything—in an effort to acknowledge their wrong doings and attempt to make amends.

*So if you think you are in this category, please forward the details to me by the end of September! I will research your claim with Dave Buterbaugh, and we will try to fairly parcel out the \$10,000 available in October.

Another important issue

The arbitrator in this case also took a dim view of pilots who had not filed a claim. With this in mind, it is paramount that in the future you submit a claim within 90 days (per Section 3 of the Contract.) Failure to do so may waive your rights to any money that gets awarded in future grievances!

This will also help in settling future cases, as the Company will have a better idea of its exposure in attempting to settle a grievance.



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