

Paperwork



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Chairman, Grievance Committee

At the end of last month's article, I highlighted that, to ensure you are protected/included in any grievance award, you will need to have filed a timely claim. Section 3(H)1 defines "timely" as "within 90 days of the conclusion of the month in which the claim occurs." Allow me to emphasize this again—**FILE A CLAIM!** There is no requirement to send a copy here, but, if you want to in response to a known grievance, that will be fine. It is important that you keep a copy so that you're inclusion in any grievance awards can be verified.

Promotion Out Of Seniority/Accelerated Training—24(F)

This grievance settlement was finalized since last month's article. There are no material changes to what I wrote last month, with the following exception. We did verify with the Company, and have written into the final version, that in following seniority to offer short notice training opportunities, the Company should check if you are flying and contact you on your trip, instead of just calling your primary and secondary contact numbers. It is common sense, you might say, but I guarantee you 50 percent of the pilots in Ops right now could tell you a "lack of common sense" horror story on behalf of some Company personnel—so I erred on the side of safety.

Profit sharing

The MEC Grievance filed by my predecessor on behalf of several retired pilots had a happy ending. The issue dealt with seven pilots who had benefit commencement dates of January 1, 1997. The Company maintained that this meant they had "retired" before the end of the calendar year, and therefore were not entitled

to profit sharing for 1996—about \$14,000 each.

Arbitration was finally scheduled for this case in early August. During our prep we discovered that four of the seven had been paid correctly, as they were early retirees or had an actual birth date of January 1. That left three grievants.

Less than 48 hours before the arbitration was to begin, the Company ran up the white flag and agreed to pay the three. Although the ending was happy, the process was not. It took three years to get these pilots their rightful money. It's a shame that, despite a hearing before the VP of Flying and at least three global settlement discussions this year alone, the Company had to be forced to the brink of an arbitration hearing to get these three paid.

One percent flying

This grievance also settled since I last wrote to you—this time a week before arbitration. (Hey, labor people! You're not trying to teach me that I need to push everything to arbitration to get anything accomplished are you?) This case dealt with abuses of over one percent supervisory flying on the "little bus" during the first two introductory months in PHL (Dec. 1998/Jan. 1999) for which line pilots were not compensated. The Company maintained that if no pilots were available, then no one would be paid. We countered that it was ALPA's position that the one percent limit was an absolute, and somehow, somehow, somebody gets paid.

As we neared arbitration, we discovered the same problem had arisen on the "big bus" in PHL and PIT for May and June of this year.

The Company agreed in settlement to apportion this excess time over one percent to any pilot on the little bus in PHL for Dec. 1998/

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Jan. 1999 and the big bus in PHL and PIT for May 2000/June 2000 who did not achieve a full month's pay (for Dec. 1998, that would be a flex month 90 hours). This will be done in seniority order until either the excess is depleted or everyone is at the maximum.

As to the core issue of “no one available,” we jointly agreed to hold that question in abeyance, as the problem only seems to occur in the introductory months of new equipment, and no one sees any more of that for the foreseeable future. Should the issue continue to be a problem in some unforeseen manner, we can proceed straight to arbitration, and don't have to restart another grievance.

Next

We met with the Company in DCA on September 6 and 7 for the Company's arbitrary \$500 damage threshold for triggering a drug/alcohol test. After two days, ALPA had not finished presenting its case, and the Company still must present theirs, so additional dates are

set for March 21 and 22 to continue this arbitration. The Occupational Injury and Illness grievance has been moved from early October to November 2 and 3 (probably in PIT).

Dealing with the Company

When talking to anyone from Scheduling or Claims, always make a note of the date and time, and the name of the person you are talking to. If a dispute arises later, you will be asked for this information. The ability to research and hopefully solve your problem increases dramatically if we have this info.

Second, always be firm in your beliefs of your contractual rights, but also be respectful and courteous in your conversation. Do not allow the dialogue to deteriorate into the gutter, even if the person you are talking to gets upset. Stay calm but firm. I have occasionally received calls from pilots complaining of some scheduler practice. When I ask for information to perhaps get a tape pulled, they become evasive, grudgingly admit they used some poor language, and prefer that not be done. That doesn't help us much. Keep the high ground in the “professionalism” battle.

Third, if a scheduler/Claims person is disrespectful, or particularly tells you something flat out wrong, let us know. Both Luis McSween and Dave Buterbaugh, who run the Scheduling and Claims Departments respectively, have indicated they would like feedback from ALPA on this, so they may correct the individual involved.

A Systems scheduler recently told a pilot that on rescheduling determinations, they only have to call out Reserves if it is in domicile. This is nowhere close to being right and, in fact, is something the Company tried to get out of us during 25(F) settlement talks. We refused. Naturally I was intensely interested in who would tell a pilot such a thing, but the pilot has yet to get me the details of the conversation (date, time, name).

I would like to make some of these folks a little more accountable for their actions, but I need your help with the details to do that.

Lastly, something you may not know: when you call Scheduling, and they put you on hold, you are still being taped! So be careful what you say at all times.

Take care everybody.

