

Pay for Reserves



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You may recall my discourse on this arbitration case in a recent issue. The case dealt with compensation for Reserves who should have been used, instead of the Company illegally rescheduling an already-working crew. When we were able to demonstrate that the rescheduling *was* illegal, the Company would pay the working crew the value of this “other trip” on top of their original trip (i.e., just like they had doubled up with two trips). However, they refused to compensate the “bypassed” Reserves who really should have received the trip.

You may also recall that I predicted the Company would “cave” prior to arbitration in January. They didn’t. I also predicted that if they didn’t cave, we would thrash them in arbitration. Well, I am definitely on a roll, folks. We have received a “draft” decision from the arbitrator, and it is *not* good! Basically, Arbitrator Sinicropi ruled that since no remedy for Reserve compensation is written into 25(F), then they don’t get any! Whoa! The remedy for “bypass” work is well established in labor law. Generally, specific language addressing this issue in a working agreement is not needed! In last month’s System Board article, I wrote that there are no “slam dunks” in arbitration. This result highlights the issue more than ever, as this was as close to a slam-dunk for us as I’ve ever seen. Amazing! Although the decision has not yet been finalized, it is very rare to see any changes of significance after a draft has been issued. I will brief our System Board members on what points to make to the Arbitrator prior to his final

issuance, but I am not very hopeful. I also briefed the MEC in detail at the second quarter MEC meeting in PHL on alternative actions to be considered in light of this decision.

So, to all you people who keep asking me, “Is the merger going to go through?” keep in mind that my track record on predicting the future is exceedingly poor.

Other arbitrations

We also recently held System Board hearings on “Moving Reserve Days Off Out of Vacation” and “One Day in Seven.”

In the “Reserve Days” issue, we argued a past practice that Reserves always got their days off restored from vacation periods of seven or more days, but that the Company has the discretion under the Contract (“coverage permitting”) as to where the days off are placed. The Company argued that “coverage permitting” means they don’t have to move them at all.

The “One Day in Seven” case involves the question of whether a US Airways pilot has an entitlement to get 24 hours free-of-duty *in domicile*, rather than using a RON 24-hour break. ALPA relied upon a letter signed by then-VP of Flying Gene Sharp, stipulating that all pilots would, at *their* option, be entitled to 24 hours free of duty *in domicile*. The Company argued that the VP of Flying did not have the authority to make such a determination! Gee, so I guess our grievance process is nothing more than a sham when we argue cases before the VP of Flying. He doesn’t have the authority! All these

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years of arguing cases before the VP, and I've been wasting my breath. The Company feels they can ignore anything they grant us in writing anyway!

I think both arbitrations went well, and MEC Staff Attorney Paul Girdany was outstanding at both. But as I detailed above, no decision will surprise me anymore.

Future arbitrations

Last Trip Protection vs. Vacation. This is scheduled for July. The issue here is: if vacation covers your scheduled last trip in your *original* line, does the trip just prior to vacation have to be protected from A/I list over-projections? We say it doesn't; the Company says it does. This is a big quality of life issue, i.e., more contiguous time off—days off, plus vacation.

Hold for Training. This is scheduled for August. This is a complex case involving numerous hold-for-training pay issues. Until this case is finished, lineholders should be aware that the Company is not allowing you to claim 85 hours on other equipment if you don't make an effort on the A/I list to get 85 on your current equipment. We think if a pilot fulfills his lineholder obligation on equipment A (i.e., flies his block), he should be able to claim any time junior on equipment B, up to 85. The Company has been rejecting claims, stating that “open time was available” on equipment A.

There are other issues too, but this is the one that has the widest potential effect.

8000 flight numbers

The Company has been getting a little creative lately with the use of 8000 flight numbers. A couple of months ago, a pilot was told that his LGA-TPA-LGA was cancelled and that he wouldn't be paid because it wasn't the

last trip of the month. Bummer! Luckily, he happened to hear a page for a US Airways 8000 flight number leaving for TPA from gate such and such. Hmmm! It turns out that the Company was equipment subbing this B-737 crew with an Airbus A319 crew, and hiding the dirty deed under an 8000 number. This, of course, is a violation of 25(F)—Rescheduling. We easily got this crew paid. However, we were concerned about the misleading information given to the Captain, and the Company's attempt to avoid proper payment. It was only by luck that this particular charade was exposed. We put the Company on notice that ALPA will not tolerate the use of 8000 numbers as a “shell game” to hide contractual abuses. Within a week, they were at it again. (Big surprise!) This time they changed a flight number to an 8000 number so they could call it a “systems trip,” and put an out-of-base Short Call Reserve on it! Nothing in the *entire* pairing had changed, other than the obviously bogus initial flight number.

On April 23, I wrote to Luis McSween, Director of Crew Scheduling, demanding on behalf of the Association a monthly report of *all* 8000 numbers, the dates on which they operated, and the city pairs between which the flights operated. I asked for this list to be sent to the MEC Scheduling Chairman, Vice Scheduling Chairman, and me. In addition, I asked that the report be prominently posted in all crew domiciles. Finally, I requested that he call me if there was a problem honoring our demand. So far I haven't heard or seen anything.

I was married for 17 years, so I'm used to being ignored. I will persevere on this issue. However, in the meantime, if *you* get an 8000 number, find out what's going on. Another contractual abuse may be hiding underneath!

Scheduling abuses

Obviously, this subject is hot. The 8000 numbers are just one arm of a multi-headed hydra. The folks in OCC are doing all they can to stretch your contract to the limit and beyond. Last fall, we filed a grievance on behalf of a pilot who was being displaced from Captain to First Officer. At the end of the month, they needed him to fly a carryover trip. When the pilot awoke from a RON in DEN, he was technically a First Officer and no longer a Captain. The Company, of course, asked him to finish the trip in the left seat. He happily “helped” the Company out, as he felt this would get him left seat pay for the

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entire month. Naturally, when the trip was over, the Company said he would only receive left seat pay for that one day and not the entire month. Can your Grievance Committee prevail on this? Maybe, maybe not. *But you can prevail.* Don't do it! If you allow them to displace you to the right seat, and then you give them temporary relief in the left seat, where is their incentive to not displace you in the first place? If you'll still bail them out of their predicament, then they'll have their cake (displace you to the right seat) and eat it too (get you to still cover the trip, illegally, for them)! You are shooting yourself in the foot. If they want to bump you back to a lower-paying position, then make them pay for it! Tell them to cancel that leg out of DEN, or get some "legit" Captain to fly it! This exact same deal happened again recently.

You people, collectively, have a far greater ability to effect positive change around here than I do, or Chris Beebe does, or your MEC does, for that matter. You hold the real power! You can call us to complain all you want, but it's hard for us to move this management an inch if you are still bailing them out. The Company will only deal with us if *they* have a problem. If you do them a favor and then call me to complain, *they* don't have a problem. I do. Where is their incentive to deal with me, or any of us doing ALPA work, if they don't feel it? The real key to solving these scheduling abuses is *you!*

I don't see them doing us any favors, so should you?



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