

Escape Plan Foiled



Doug Mowery (PHL)
Chairman, Grievance Committee

Rats! Just over a year ago, I quietly announced to a few that 2001 would be my last year in Grievance. I assumed the PIT LEC Grievance job in June 1993 and moved on to MEC Grievance chairman in December 1998. Eight-and-a-half years of grievance work, with the last three as MEC Grievance chair, was more than enough. It was time to move on. I began digging my tunnel.

Before I could leave, I needed to ensure that the committee would be left in capable hands and running as smoothly as possible. I also needed to ensure that the System Board train would gather more steam, as that has proven to be the only surefire way to get the Company serious about settling cases.

Mike Berryman has proven to be a far more capable vice chairman than I could have hoped for. His work ethic and moral integrity are ideal. With the help of the LEC representatives, a stable Grievance Committee was established in almost every domicile. The turnover of LEC Grievance reps had been notoriously high, as people tried it, and then decided it wasn't for them. The main Grievance reps in BOS, DCA, LGA, CLT, and PHL have all been working at their jobs for over a full year, and have all contributed mightily to the grievance process.

Midway through 2001, the tunnel was progressing well. I was almost there. By June, the System Board train was operating at full throttle, with 10 *different* cases scheduled for the first six months. A total of five more were on the docket for the rest of 2001. This grueling pace amounted to more arbitrations scheduled in one year than had been scheduled in the past *decade*. But we were getting things done.

Paul Girdany was proving to be the "bulldog" labor attorney I needed. However, the pace I had set was pushing the envelope for one man. In mid-July, I flew with Paul, Mike Berryman

(PIT), and Jeff Small to meet with Seth Rosen, the head of ALPA's Representation Department in DC. At that meeting, we received a commitment that the 2002 budget would incorporate another full time staff attorney *and* paralegal for our office. With two attorneys and paralegals dedicated to arbitration work, the System Board juggernaut could keep flying at Vmo. My tunnel had now progressed outside the wire, and I needed just a little bit more room to be safe. As September began, I was right on track for my long-planned November escape at the fourth quarter MEC meeting in PIT.

Then the sirens wailed, the searchlights snapped on, and the barking dogs were let loose. Rats!

Frances Fiorino of *Aviation Week and Space Technology* wrote the best one-sentence description of the horrific events of September 11 that I have read: "Like a casual flick of the finger on a stack of dominoes, terrorist-pilots sent a Manhattan landmark tumbling into hell." One week later on September 20, the Company launched its attack on the Air Line Pilots Association and our negotiated agreement. After years of defending against a guerrilla-type war with the Company, with *constant* light skirmishes on a variety of fronts, we were now facing a full-blown "Tet offensive," which quickly began to overrun our positions.

In short order, your MEC ordered the Grievance and Negotiating committees into the fray: Grievance to blunt the attack as much as possible, and Negotiating to maneuver us around the Company's assault and into a better position. Needless to say, your Grievance Committee is heavily engaged, and expects to remain so for many months. However, the stable grievance structure we have carefully built will take a severe hit, as three LEC Grievance reps are currently on the list of hostages. To make mat-

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ters worse, ALPA has instituted a hiring freeze in light of current events and an expectation of lower dues revenue in 2002. There will be no second attorney and paralegal for the foreseeable future. Finally, as Mike Berryman has been a trustworthy lieutenant throughout my tenure as chairman, it would be a cowardly move on my part to toss him the biggest hot potato we have ever seen and walk away.

In the span of a few weeks, all of the careful plans I had made over the last year were derailed. The tunnel had caved in just before I could make my break.

So it's back to square one. I'll be doing this job a little bit longer. But rest assured, as soon as I get out of the "cooler," I will start digging again.

Old business

MEC 99-11-01 Hold for Training. This grievance was scheduled for arbitration in August. As mentioned previously, arbitration usu-

ally gets the Company to engage in serious settlement talks. That predictable story line played out again, and we were able to reach the agreement below. It is important to note that this agreement deals solely with a Lineholder being held from *another* Lineholder position. A Reserve being held from either a Lineholder or another Reserve position can always claim time flown by a more junior pilot on the equipment from which he is being held.

The Company took a different view with respect to a Lineholder. Lineholders, they argued, possess a greater capability, through the AIL and SAP, to maximize their time to 85 hours and mitigate any damages resulting from being held. The Company's greatest fear was that lineholders would bid the lowest time lines available in order to manufacture more claim time, or use SAP to lower their line values to achieve the same end.

The above compromise fairly and equitably addresses these concerns, while preserving a

SETTLEMENT AGREEMENT

Case No. MEC 99-11-01
Hold for Training Pay Protection

The parties have agreed to settle the above-named grievance as follows:

A. Future Claims

1. A lineholder pilot who is being held from training will be credited at the beginning of the month with the differential (in hours) between the highest paying line that he could have held on the equipment he was held from and the highest paying line he could have held on the piece of equipment he is currently on. This credited time will be included in the monthly maximum as described in Section 12(A).
2. During a month that a lineholder pilot is being held for training, his obligation for trips shall be the contractual lineholder's obligation as stated in Section 25(J)8.a.
3. Each month the Company will provide the awarded lines to the pilot via CATCREW. Pilots will have access to the monthly line awards and equivalent amount of time for their line. The Company will add the block times to the existing CATCREW option (63) or give all pilots complete access to awarded lines and times in seniority order via CATCREW option of their choice.
4. If a pilot actually begins training and claims a line he could have held on the equipment he was held from, the above principles will be applied.

B. Pending Claims

Any pilot who filed a claim related to this grievance prior to the date of this Settlement Agreement and has not been paid for such claim will be paid the difference between what he could have flown and what he actually flew during all months that he was held for training as a lineholder (maximum 85 hours). If the amount of the claim cannot be determined, the pilot will be paid the difference between what he was paid and 85 hours. MEC Grievance Chairman Doug Mowery will submit all claims within 30 days from the signing of this Settlement Agreement.

ACCEPTED AND AGREED:

Date:

pilot's seniority. An affected pilot will be entitled to the difference, if any, between the highest time line that the pilot could have been awarded on his current equipment and the highest time line that he could have awarded on the equipment from which he is being held. For example, if the highest time line available to you on your current equipment was 83 hours, and the highest time line you could have held on the other equipment was 84+30, then you have an entitlement to 1+30. This can be claimed and recorded in your logbook on day one, just like a short block claim. It is yours to keep.

It is important to note that you do *not* actually have to bid on that highest time line. Your seniority has been preserved, and you may bid or SAP to your heart's content.

If you have any questions, call me or Mike Berryman.

New business

MEC 01-08-07 RJ 700. This case was filed directly to the System Board on August 27, 2001. Only Section 1 Scope grievances are allowed to bypass the VP level and proceed directly to the Board. The issue involves MESA Airlines' ordering of an SJ with greater than 69 seats. Our contract prohibits the Company from code sharing with any carrier that operates such an aircraft, whether it is used in our operation or not. Arbitrator Douglas was selected.

MEC 01-08-08 LOA #52/Minimum Block Hours. This case arose from the Company's recently stated position that the minimum block hour commitment in LOA #52 "expires" prior to the conclusion of our current agreement, and is not subject to the "status quo" provisions of the Railway Labor Act. We, of course, disagree. This case was filed on August 27, 2001, and heard on October 17, 2001, before VP Gibson. As his superiors have already publicly stated to financial analysts their position on this issue, a denial is inevitable. We will appeal to the System Board and have a year to work it out.

MEC 01-09-04 Transitioned Short Call Reserve. The Central Scheduling Committee brought this issue to the MEC for action. A grievance was filed on September 14, 2001, and heard on October 17, 2001. LOA 72, paragraph 2(a) addresses the Company's ability to transition Regular Reserves to Short Call. The language first addresses those who have three or more days of availability remaining, and then those with two or more. There is no provision for using an R Reserve with one day remaining.

This omission is intentional, and prohibits the Company from picking on Reserves with one day of availability remaining. This case, along with another I'll get to, was denied in record time on October 19, 2001. Two days! "After due and careful consideration . . ."

What follows are the four grievances filed since September 20 to counter the Company's full-blown offensive against this pilot group:

MEC 01-10-01 Bid 01-05a Contractual Violations (*Force Majeure*). This is another Section 1 grievance filed directly to the System Board. This case received the MEC's highest priority and will be the first Scope grievance heard.

The Company has invoked "*force majeure*" to wiggle out of three important job protection guarantees in our agreement: the No Furlough and Minimum Captain Positions clauses in Section 1 and the Minimum Block Hour Commitment in LOA #52. The battle here will be whether the recent events rise to the level that would trigger the activation of the force majeure clause. Arbitrator Douglas was selected for this case, and a hearing is scheduled for December 17.

MEC 01-10-02 Cancelled Flight Segments. This was filed with VP Gibson on October 8, 2001, and heard on October 17, 2001. This grievance seeks pay protection for all pilots who lost time from their lines due to the Company's arbitrary publishing of a new reduced schedule *after* the lines had been published and awarded. We waved the seniority flag pretty heavily at this hearing. After pilots bid on a set of lines, the Company cannot unilaterally and arbitrarily change them.

MEC 01-10-03 2002 Vacation Bid. This was filed on October 9, 2001, heard on October 17, 2001, and tied the record with MEC 01-09-04 for the fastest denial, received on October 19, 2001.

The 2002 Vacation Bid closed on September 19, 2001. It was originally scheduled for September 15, but was pushed back four days due to airport closures and the inability of some pilots to access CATCREW to bid. When the bid closed, everyone expected a world that resembled Permanent Bid 01-05 for November and December.

The *next* day, September 20, the Company announced a dramatic change to that world with the publication of Bid 01-05a. This change should have been irrelevant, however, to the Vacation Bid Award process, which historically addressed information available from the

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latest permanent bid known at the time the Vacation Bid closed.

Once again, this is consistent with the basic principle of seniority, whereby a pilot needs to know the circumstances under which he is bidding. Otherwise, his ability to use his precious, sacred seniority is neutered. If you have to bid “in the blind,” then you effectively have no seniority.

This isn’t “Let’s Make A Deal,” with Monty Hall asking the most senior pilot to pick “Door #1, Door #2 or Door #3”! If you can’t see what is behind the doors, then it makes *no* difference if you go first or last!

In this case, approximately two weeks passed before we were aware of the Company’s newest attack on your seniority. As October rolled around, people began to ask, “Hey, where are the vacation awards? Aren’t they normally out now?”

On October 5, the Company announced publicly that the Vacation Award was being held up so that it could be applied to the newly published Bid 01-05a, which had just finished processing that day.

Prior to filing this grievance, I queried the Company as to why they did this. Their answer was, “To be more accurate.” Accurate? You have everyone bidding with one world in mind, and then you totally change that world (and the rules) *after* the fact. That is *more* accurate? I must be dumb because that seems less accurate to me. I can’t see it.

Now that the initial Vacation Award has been published, we can see just how “accurate” it was. Due to the Company’s “accuracy,” a huge number of pilots now have to participate in the rebid process and take the scraps of what’s left.

Don’t you just love it when the Company tries to help us?

MEC 01-10-04 Transfer of Route Segments.

This is another Scope grievance filed directly to the System Board on October 17, 2001. Our contract prohibits the Company from transferring mainline routes to the commuters during a furlough. We have fought this battle twice before, in the early 1990s and in 1997. We lost both times. Maybe the third time will be a charm, and we will get an arbitrator who will uphold our agreement. I won’t hold my breath.

Final thoughts

It is important that we all stay unified and focused on the goals that will benefit our pilot group and association. Under the onslaught of the Company’s attacks, the potential to splinter and run is enormous. As in battle, if we do that, then we will lose.

The grievance process is slow. You must have patience while we diligently fight the Company on numerous fronts. Our resources are limited, forcing us to prioritize which battles get fought first and which ones can wait. I feel like an emergency room doctor conducting “contract triage,” deciding what can wait and what can’t.

All of us have issues. All of us have our own view of the world. However, we must stay focused on the big picture, on what is best for the collective group.

I believe it was Ben Franklin who said, “Gentlemen, we can either all hang together or, I can assure you, we will all hang separately.” Never has that been more true.

