

Scope Is Not a Mouthwash



Doug Mowery (PHL)
Chairman, Grievance Committee

The most important section of our Contract is Section 1—Recognition, Scope, Successorship, and LPPs. Without protection for *our* flying, all other sections become frivolous, as management would be able to outsource our jobs at will. Because of the magnitude of its importance, Section 1 has its own “expedited” remedy in paragraph I that allows the Association to bypass the normal grievance channels and proceed directly to arbitration before the System Board. Section 1 grievances are relatively rare—attacking the foundation upon which our jobs are based creates far more ill will than bypassing a pilot on the A/I list or transitioning an R to S Reserve illegally. We are moving away from the Company’s overall patient guerilla warfare tactics of nibbling here and there (which over the last 20 years has yielded enormous contractual gains) to a strategy of nuclear confrontation. A few months ago, the Company moved from confrontation to the launch of an all-out war against the bedrock of our agreement with THREE assaults!

1. Section 1(G)—the minimum Captain and no furlough provisions (also wrapped up in this is the assault on LOA #52—minimum block hours). This is known as the *Force Majeure* grievance, as the Company is erroneously using the *Force Majeure* clause in 1(G) and LOA 52 to abrogate its responsibilities.
2. Section 1(B)4—prohibits the transfer of routes to the commuters if pilots are furloughed or “in anticipation” of furlough. This is known as the Route Transfer grievance.
3. Section 1(B)3—prohibits the Company from code-sharing with any carrier that operates aircraft greater than 69 seats. Mesa Airlines, which utilizes the US Airways’ logo and markets flights in our system, currently

has on order small jets with certificated seating capacities in excess of 69 seats. This is known as the RJ 700 grievance.

The *Force Majeure* grievance had its first hearing day on December 17 in DCA. At the conclusion of that day, ALPA was still presenting its case. It was a good day. Mike Abram from Cohen, Weiss & Simon (ALPA’s general counsel) presented the case on our behalf. His 90-minute opening statement was the best that I have ever heard. The Company has brought in its big gun, Bob Siegel, from its outside hired counsel, O’Melveny and Meyers. (O & M has a long relationship of assisting Wolf, which pre-dates his arrival here in 1996.)

So far the case has continued on February 5 and 12, and, unfortunately, we are not close to being finished yet. The Company has thrown down every roadblock and used every delay that it could to slow down what is supposed to be an expedited process. The next weekday available for the hearing to continue is not until April 29, which ALPA finds unacceptable. The arbitrator and ALPA are more than willing to work weekends to finish this arbitration, but the Company informed the arbitrator that it is unavailable on weekends for the next two months. Amid all of this stonewalling, ALPA continues to press for an expedited resolution to this very important grievance. The selected arbitrator in this case is Robert Douglas of New York City. Douglas was also selected earlier for the RJ 700 Mesa Scope case. That case has been deferred until we conclude the *Force Majeure* arbitration.

The Route Transfer Scope grievance concluded January 22 and 23 in Los Angeles before Arbitrator Anthony Sinicroppi. Those were the only two dates available on Sinicroppi’s schedule if we held the hearing in California. To await dates Sinicroppi had available to travel

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East would have necessitated an unacceptable delay. Therefore, the mountain traveled to Mohammed. Arbitrator Sinicroppi, as you may recall, was the arbitrator who awarded last year’s parity review pay increase. Although the language of Section 1(B)4 for the Route Transfer case appears pretty straightforward, do not get your hopes up: We are 0-for-2 in these cases over the past decade. Many arbitrators have a difficult time ruling with labor on cases that involve big business decisions. Sinicroppi is an older arbitrator with a well-established reputation. He will be more likely to make that needed tough call without worrying about repercussions. In our opinion, he is our best choice from the panel of arbitrators for this particular case. We expect a ruling in March.

Bailing out Resource Planning

As you know, our Resource Planning Department has the most oxymoronic moniker in the airline industry. They couldn’t even run a vacation bid right for 2002—for the first time in our history (that we know of, anyway). Resource Planning’s inability to get people where they need to be, when they are supposed to be there, is legendary. Consequently, pilots were experiencing numerous problems with Resource Planning “misplacements” and their coveted seniority. Things finally came to a

head in late 2000 when a PIT MD-80 Captain was moving to a vacancy as an A330 F/O. Resource Planning informed the pilot that he would begin training in late August and would assume his A330 F/O position effective with the October monthly alignment. At some point (late in the game), someone at RIDC came to the conclusion that they would be “short” on MD-80 Captains in October. (Probably the same guy who failed to notice, initially, that furloughing dozens of pilots in October and November 2001 would decimate the MetroJet Reserve F/O contingent *prior* to that operation’s demise in December.) The pilot was informed that his training slot was canceled, and he would be retained on the MD-80 a while longer.

This created a major problem. The pilot’s September line had been PPO’d already and the primary line bid window for October had closed. This left our senior primary Lineholder captain without a primary line schedule for two consecutive months. Far be it for Resource Planning to allow a pesky issue like a 20-year veteran’s seniority to get in their way. (I mean really, we have it so good with our 14-hour duty days, working weekends and holidays, staying in substandard hotels for longer periods of time, being bullied by security personnel strip searching us at checkpoints, system schedulers who can care less about when we get home, and getting less and less support in an increasingly hostile management environment. Of course, we should just put up with being jerked around by a group of people who can’t staff the MD-80 correctly. Right?)

The PIT chief pilot’s office offered a menu of options to the pilot with vague rules about what was required to maintain pay protection. Our intrepid aviator was not thrilled with anything that was offered and ended up with *zero* pay for October. Obviously, something had to be done. We filed a grievance on the pilot’s behalf and a settlement was reached late in 2001. The agreement was brought before the MEC at the 4th Quarter Meeting in November for their approval as it involved “new” procedures not discussed in the agreement. The MEC felt, as I did, that it was a more than fair compromise that addressed the Company’s needs to garner some utility from the pilot during these “misplacements”—while maintaining a pilot’s sacred seniority and pay.

The agreement is shown here:



December 21, 2001

Captain Doug Mowery
MEC Grievance Chairman
Air Line Pilots Association
One Thorn Run Center
Coraopolis, PA 15108

Dear Doug:

The following summarizes our agreement regarding the _____ Grievance.

- A. A pilot who is moved to a new position and then retained on his current one after primary lines have closed and who has primary lineholder seniority will be entitled to exercise, at his option, one of the following:
1. Free Spirit—the pilot has no obligation nor any pay protection and can fly at will using the A/I list.
 2. The pilot may choose a line that went junior to him to shadow. The pilot will be protected to the value of each trip in the line if he shadows on the days each trip works using the following guide lines:
 - a. The pilot has to make himself available to future only on the two days-out A/I list for the equivalent days or less of the shadowed trip. In addition, the pilot would not be required to take a trip that would require him to work an additional calendar day due to commuting. For example, if a pilot shadows a line with four days Monday through Thursday, then the pilot will make himself available to future only beginning on Saturday for the two day bid sheet close out. At that time he must take a four-day if it is available, followed by a three-day, then a two-day, and finally a one-day, all of which depart on the same calendar day(s) as the shadowed trip. (The intent of this language is to ensure that the pilot would not be required to work any additional calendar days.)

If no trips are available, then the pilot will make himself available on Sunday for the two-day closeout A/I list for a three-day, followed by a two-day, etc. By Tuesday the pilot will only have to remain available for a one-day, and at that point his obligation is complete.

If the original trip in the shadow line becomes available to the pilot at his seniority level, he may opt to fly the trip or trip improve as a normal lineholder. However, should he decline the trip or elect to trip improve, he would do so without pay protection for this original, shadow trip.
 - b. A pilot is expected to be available for each day of the shadow block trip on the two-day closeout A/I list with the following exception—if a trip has been awarded in accordance with Paragraph A.2)a above that works less days than the shadow trip, then the pilot must continue to be available for the remaining days in a like manner as Paragraph A.2)a as long as the flying is contiguous on subsequent days.

For example, in Paragraph A.2)a above, the pilot is awarded a two-day for Monday and Tuesday. He must be available Monday for a two-day on Wednesday. If a two-day was unavailable, then he must be available for a one-day. If he is awarded a one-day on Wednesday, then he must be available Tuesday for a one-day on Thursday. If no trip is awarded for Wednesday, then the pilot's obligation is complete and he does not have to be available for Thursday, as contiguous flying is not available.
 - c. The pilot will be entitled to the difference (if any) between each trip on the shadow line and time flown in accordance with Paragraphs A.2)a and A.2)b above.
 - d. Miscellaneous

1. Commuters

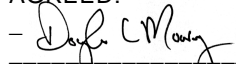
- a. Commuters will receive "Must Ride" to and from their trips.
 - b. The commuter flight that is required to transport the pilot to report for the trip must be scheduled to arrive at least thirty (30) minutes prior to scheduled sign-in of the awarded/assigned trip. The trip that is awarded/assigned to the pilot must have a scheduled arrival time of at least sixty (60) minutes prior to the scheduled departure of the commuter flight home.
 - c. Any nights in which a hotel is needed that would not have otherwise been required will be provided by the Company.
- B. A pilot who is moved to a new position and then retained on his current one after primary lines have closed and who has secondary lineholder seniority will be entitled to exercise, at his option, the same options in Paragraph A above with the same pay protection and bidding rules, except that if he opts to shadow a line, he may shadow any secondary lineholder junior to him.
- C. A pilot who is moved to a new position and then due to personal reasons is retained on his current one after primary lines have closed and who has primary or secondary lineholder seniority will be entitled to exercise, at his option, one of the following:
- 1. Free Spirit—the pilot has no obligation nor any pay protection and can fly at will using the A/I list, or
 - 2. Choose to become a Reserve in accordance with his seniority.
- D. A pilot who is moved to a new position and then retained on his current one after primary lines have closed and who does not have sufficient seniority to hold a primary or secondary line will have a Reserve line of time constructed for him consistent with his seniority.
- E. _____ will be paid the value of his shadow line for October 2000. Such payment will be made on a non-precedent, non-referable basis.

Please indicate your acceptance of the above in the space below.

Sincerely,


Anthony J. Bralich Jr.
Director, Labor Relations – Flight

AGREED:

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 Captain Doug Mowery
 MEC Grievance Chairman

 January 23, 2002
 Date

First, some general comments. The agreement is fashioned to account for *and* protect a commuting pilot's quality of life. If you are shadowing a trip on Monday that would enable you to commute in from LAX on that same day, then you *do not* have to pick up a trip that leaves earlier than the first commuter flight in on that calendar day (Monday). The same goes for the back end of the shadow trip. Additionally, since you won't know for sure what you are doing until two days prior, the Company will provide Must Ride travel to and from work. Lastly, before I get into more detail, this is not a line protection *per se*, but a trip-by-trip protection. If you decide you don't want to be available for a particular time period, you don't have to be available. You will simply lose your pay protec-

tion for *that* shadow period/trip and can make up the time elsewhere at your pleasure.

Now, for a detailed breakdown:

Paragraph A.1—Free Spirit. This is a flight attendant concept that the Company wanted to offer. (Since it is *your* option whether you want to do this or not, it causes no harm to include it. Personally, I would never take it. You have zero pay protection under this option and only get paid what you work.) Under A.2 you have *no* obligation to stand by for *any* of the shadow trips in reality—**ONLY IF YOU WANT TO BE PAY PROTECTED FOR THEM**. Therefore, it makes more sense to take A.2 and blow off the parts of the month *you* want anyway (that is to say, you don't *have* to be on the A/I list for each shadow trip) and stand by for the periods you

would like to fly. If nothing fits, then you are paid for those trips and may endeavor to make up other time during days off in the shadow line. Under A.2, you get the best of both worlds.

Paragraph A.2—Under this option, you pick a line junior to you to shadow. For commuters, I would advise picking lines that have commutable trips (if possible) on the same calendar days that the trips originate and terminate. If you are successful in finding one that fits your criteria, then you cannot be required to take a trip that would require you to commute to base or home on another calendar day (i.e., a calendar day before or after). This will limit the selection of trips, enhancing your ability to garner greater claim time. If you do not commute, then I would find the highest-paying trips available—like 25-hour four-day trips and subsequently picking up a 20-hour four-day, if one is available on the A/I list. The only contemplation was that you fly the *days* if trips were available—you are free to use your seniority to select the “cake” 20-hour four-day and claim five hours from the shadow line 25-hour four-day! (Remember it’s a trip-by-trip protection, not a line protection. The five hours is yours to keep.)

So let’s do a little exercise. You live in Los Angeles and are domiciled in Philadelphia. The first flight into Philadelphia arrives at 3 p.m. EST and the last flight back is at 8 p.m. You are fortunate to find a “commutable” shadow line of four-days on Monday worth 22+00 that starts at 5 p.m. (check-in) and ends at 4 p.m. on Thursday. If *you* want to be pay-protected for this trip, you must call Scheduling on Saturday to be put on the A/I list. When they call you (if the *original* shadow trip is available), then you are stuck with flying it, or risk losing all pay protection for that trip (remember, *you* chose that line). If it is *not* available, then you must take any four-day that is available that fits within the commuter criteria of 30 minutes before check-in (in this case, a 3 p.m. check-in/4:30 p.m. departure due to your scheduled 3 p.m. commuter arrival) and one hour block-in (scheduled) for your 8 p.m. flight home on Thursday.

Let’s say, for the sake of argument, that two four-days fit the above criteria—one worth 21+00 and one worth 20+00. You may select *either* trip and subsequently claim any shortage under 22+00 that exists at the end of the trip.

If there are no four-day trips available that meet your commutability test, you must next look at three-day trips. Here the commuter test will only apply to the front (first day) of the trip.

It does not matter if the trip arrives in on Wednesday after the 8 p.m. flight home, as your “shadow line” had an expectation of working calendar days Monday *through* Thursday. In this case, the *Company* will provide you a hotel at *their* expense for Wednesday night in Philadelphia. Also, in this instance, you have an obligation to go on the A/I list Tuesday for a one-day on Thursday, which arrives before 7 p.m. (Remember, the 8 p.m. flight home Thursday is the constraint.) If none are available, then get up, take the first flight home, and claim the shortfall below 22+00 hours.

Now let’s say there was only a two-day that met the front-end commutability standards. As your obligation extends to Thursday (if you want the dough), you must go on the A/I list Monday for a two-day Wednesday in by 7 p.m. Thursday *or any* one-day. If there was a one-day Wednesday, you would have to be on Future’s A/I list Tuesday for a one-day Thursday in by 7 p.m. At the end of the above example, your week would look like this: Commute in Monday on “Must Ride” status and fly the two-day. (The *Company* will pay for a hotel Tuesday night.) Fly a one-day Wednesday (with another expense-paid night in Philadelphia) and finally a one-day Thursday in before 7 p.m., and commute on “Must Ride” home.

In the above example, if there were no one- or two-day trips available on the future A/I list (on Monday) for Wednesday flying, then you may go home at the conclusion of your two-day (“Must Ride”) and can claim the difference to 22+00 hours, as “contiguous” flying is not available through the shadow four-day period. We were adamant that you not have to spend an entire day twiddling your thumbs in a Philadelphia hotel (even at *Company* expense) waiting for a one-day on Thursday. (See paragraph A.2b in the settlement agreement for the “contiguous” flying stuff.)

Hopefully this adequately explains the duties of a “primary lineholder” under Paragraph A. If you have any questions, just call us.

The rest is easy. Paragraph B states that if you are of secondary lineholder seniority, you can only shadow a secondary line junior to you or be a “free spirit.” (Again, my advice is to take the shadow option.)

Paragraph C stipulates your options if *you* have personal reasons for removal from training with concurrence from the *Company*. The *Company* will not pay protect you in this instance (with a shadow line). Your only options are “free spirit” (if you have lineholder senior-

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“ I am hearing reports that displaced pilots are being assigned training dates that conflict with their awarded vacation and not being advised of their rights. ”

ity) or (ugh!) Reserve. OK, here is where you “double down,” push in more chips, and take the “free spirit” option—unless you determine Reserve with its attendant guarantee is a better deal.

Lastly, in Paragraph D, if you only have Reserve seniority, then an R or S line will be constructed for you consistent with your seniority. If there are Rs and Ss junior to you, then you may pick your Reserve status.

Displaced pilots

Just a reminder that if you are displaced, you are in the driver’s seat with regard to any awarded vacation. The last sentence of Section 7(F)3 states: “If a pilot is displaced from his position, the Company shall honor his awarded vacation.” Not a whole lot of gray area there. Interestingly, the Company tried in 1990 to say, “Oh yeah, but that doesn’t apply to a training class date we may plug you into.”

Well, we grieved it, arbitrated it, and won it.

I am hearing reports that displaced pilots are being assigned training dates that conflict with their awarded vacation and not being advised of their rights. Remember, in the end it is up to you to know your rights—don’t expect these guys to ask you to do them a favor. They will first try to blow a fastball by you and hope you miss it. Deb Johnson, who runs Resource Planning, had committed in December 2000 to sending letters to *all* non-displaced pilots whose training dates conflicted with vacation so they would have documentation in order to reschedule vacation. Displaced pilots, Johnson stated, would have to be asked (for permission) to move vacation. It is apparent in a few (isolated?) cases that they are doing neither of these things.

Once again, if you have any questions or if you find yourself “mis-resource planned,” just call me or Mike Berryman (PIT).

