

Rescheduling Grievance



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“It’s up to you folks to defend your contract. If you think for a minute that the System Schedulers are going to start living up to our agreement without you making them—you’re wrong.”

Due to several key witnesses (on both sides) being tied up in writing final Section 10 language the first week of May, the arbitration dealing with 25(F)2—Pay for Rescheduling was rescheduled (how ironic) for July 6-9 at the Doubletree Hotel in DCA. I apologize to those of you who planned on attending. I hope you can make it in July.

It is important to note that this arbitration deals specifically with 25(F)2—pay entitlements to rescheduled pilots. It will have no bearing on what constitutes a legal or illegal rescheduling by crew scheduling. That, as I wrote two months ago, is a 25(F)4 issue.

I have heard some complaints on the line about the flexibility granted in 25(F)3. These pilots were referring a time window to return a crew to base (i.e., within six hours during normal operations, etc.). This is not a blank check folks. 25(F)4 is still there to protect against rescheduling abuse. Specifically, “The provisions of this paragraph (F)1 through 4 may be used when time constraints and/or lack of available crew resources would create a high probability of causing a delay, cancellation, or further disruption.” This is the first hurdle for the Company—and it’s one that they trip over time and time again. The flexibility of (F)3 is not available unless a legal rescheduling defined in (F)4 exists.

In March, we met for half a day with Company officials to see if we could reach agreement on rescheduling pay and avoid an expensive arbitration. Near the end of that session management floated the idea that something could be worked out if we granted them some relief on 25(F)4. I’m not interested in that idea

at all. It also highlights how important it is to the Company to be able to reschedule at will. Quality of life that 25(F)4 gives, in my opinion, has a far greater value to the pilots than our dispute over 25(F)2.

Rescheduling war story...again!

In the meantime, the abuse of 25(F)4 continues. A pilot recently was called on his overnight in ORD in the evening. He was told that his flight to PIT in the morning had cancelled, and that he was being rescheduled to fly ORD-CLT instead and deadhead to PIT. (His original reschedule was to fly to ORD-PIT, sit for three hours, then PIT-FLL-CLT-PIT.)

After completing his trip the pilot did some digging. He discovered—surprise—that the PIT-FLL-CLT-PIT opened at 1237 the day before and was covered by Future Scheduling. In short, Crew Scheduling knew at midday that they were going to reschedule the crew in ORD and needed to cover their subsequent flying. They then sit on this knowledge and don’t notify our intrepid aviator until that evening (about eight hours later) when he is boxed into a corner.

What should have occurred is that Reserves from CLT could have deadheaded to ORD, RON, and flown the ORD-CLT leg the next morning. The ORD pilots should have deadheaded back to PIT in the morning on a flight two hours later, which still would have put them in position to finish their scheduled pairing.

I can’t thank this pilot enough for the work he put in to ferret all of this information out of the system. It will help us immensely to try to squash the Company’s rampant abuse of 25(F)4. In this case the violation of 25(F)4 was blatant

and we will protest it vigorously.

Another one ...

F-100 crew lands in PHL at 1515. Prior to landing the crew was alerted via ACARS at approximately 1430 to call Systems. At 1530 they are talking to Crew Scheduling who tells them that their final two legs (PHL-BOS-PIT) have been cancelled. They are now “rescheduled” to ferry a broken F-100 from PHL to PIT at 1830. In talking to the original crew on that aircraft, they discover that their mechanical occurred at about 1300 and that a part was being flown in from PIT. Further investigation reveals that Reserve F-100 pilots are available in PIT. In short, both time and crew resources are available to accomplish the ferry, and so this becomes an illegal reschedule.

When the crew explains all of this to Systems they are placed on hold for a long time. Eventually, they hear a “click” and are disconnected. When contact is reestablished by the crew they are told that they are deadheading home and Reserves are being called to conduct the ferry—the correct answer.

It’s obvious that Systems schedulers either are ignorant of the rescheduling provisions of our contract or don’t care. For some, I’m sure it’s both—they don’t know what it says and they don’t care, too. It’s up to you folks to defend your contract. If you think for a minute that the System schedulers are going to start living up to our Agreement without you making them—you’re wrong.

Deadhead seats

Please read Section 8(H) of the Contract. I have received reports that crewmembers are not getting seat assignments in Emergency Exit rows as they should. If a passenger already has a seat assignment in an Emergency Exit row prior to the Company having knowledge of crewmembers deadheading on that flight, then that passenger is not to be displaced. However, we have received reports that pilots who are in the computer for an emergency exit row are being displaced and these seats given to passengers prior to the pilot’s arrival at the gate. Check on your seat assignment well ahead of your deadhead. If it’s in an emergency exit row and you don’t get it at check in, document the details and report them to your Chief Pilot and to us. The same theme exists here as in 25(F)4 earlier—the agents don’t care about our Agreement. If you don’t defend it then 8(H) is of zero value to you.

Claims

I have received numerous reports of excessive time intervals between the filing of a claim and an eventual answer—if you received one at all. I will be talking to Dave Buterbaugh about this problem. In the meantime, stay on them. If you don’t hear anything within seven days, call. If they had to send your claim to Scheduling for verification, then they should at least send you a CBS message telling you that. If they don’t, bug them. The more you bug them, the more responsive they will eventually become.

Conclusion

If you sense that I’m a little frustrated over the “service” pilots are receiving from schedulers, agents and claims clerks with regard to our contract—you’re wrong! I’m extremely frustrated.



“Check on your seat assignment well ahead of your deadhead. If it’s in an emergency exit row and you don’t get it at check in, document the details and report them to your Chief Pilot and to us.”