

Cancelled Trips



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“ A pilot will be pay-protected to his post SAP line value minus time voluntarily given up. ”

Last issue I reported to you that the cancelled trips grievance (MEC 99-6-1) had been denied at the VP level but that after learning of an AFA “pay protection” agreement and the subsequent letter of indignation from MEC Chairman Chris Beebe to CEO Gangwal, there appeared to be the beginnings of an attempt to settle the case.

On September 16 a final agreement was reached and ratified unanimously by your MEC. The terms of that agreement were effective one week later on September 23. You should have received the agreement via US Mail within days of the settlement

The highlights:

1. The agreement may already be moot for future operations. The Company decides on a month-to-month basis if the settlement remains in effect. They alone reserve the right to pull the plug. We have the right to refile the grievance if the plug is pulled and the problem of pre-cancelled trips/segments continues.
2. Retroactivity applies to June, July and August. We held out for May but the Company refused to budge. Retroactivity works thus for the purpose of *this* agreement: A pilot will be pay-protected to his post SAP line value minus time voluntarily given up. For example, if in June you had an 80-hour post SAP line and the Company had cancelled trips/segments totaling 30 hours – you should have been paid 71 hours Lineholder guarantee (Section 4(A)). The Company will now adjust you with a nine-hour credit to bring you back to 80 hours. If, however, you voluntarily dropped time from your line then your pay-protection

will be reduced accordingly, similar to the 71-hour guarantee language in Section 4(A). Dave Buterbaugh in Claims Administration informs me that pilots will need to submit a claim for their retro pay. For the month of September, pay prior to this agreement will be based on the scheduled value of your line for trips scheduled prior to or on September 23. If your actual is less than this scheduled value due to pre-cancelled trips/segments then your pay will be brought up to the original scheduled value. (Again, a claim is probably necessary.)

3. For trips originating *after* September 23 pay protection will work like this: If you have a segment(s) pre-cancel then you will be guaranteed the original value of your published pairing. If you fly more, no pay is due; if you fly less, you will be brought up to the original value. If an entire trip, or entire duty period at the end of a trip, pre-cancels, you will be pay-protected if you make yourself available to fly on the same days as the original trip. This availability is Future Scheduling only! No Daily!

For example, if a four-day pre-cancels you would have to go on the bid sheet for a four-day on day 1, a three-day on day 2, etc. If it's back-to-back two days then you only have to be available for a two-day then a one-day and repeat for the second trip—you would not have to take a three-day *or* four-day. And specifically for on-duty all-nighters (ODANs) you would only have to be available for *another* ODAN. Additionally, if DP #4 of a four-day totally cancelled, you would

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be expected to be available to Future for a one-day on that day.

If you follow the above procedures you will be pay-protected for *each* pre-cancelled trip minus time you were able to pick up on Future AIL in accordance with this agreement. If you do not follow this procedure for a given trip you will lose pay protection for that specific trip only—but not others.

4. The Schedule Planning Department of Marketing sends a list to Crew Scheduling of all pre-cancelled segments so that they can plan accordingly (re-route crews, etc.). This list comprises the official definition of what is considered a pre-cancelled segment or trip. This list is also available at hub tracking and through the Voice Response System (see CBS message John Bonaccorsi sent to all pilots). Should you feel that you are a victim of a pre-cancelled segment that does *not* appear on the list (and for which you would *not* therefore be pay-protected), get all the documentation you can and contact us.
5. The final piece that settled the agreement was the Company agreeing to carve out any compensation paid to a pilot pursuant to this settlement from the PTBHR calculations in the parity review.

Should you have any questions on the agreement please feel free to contact me.

Global Settlement Conference

On August 31 and September 1, MEC Vice Chairman Craig Skinner, our two staff attorneys, Paul Girdany and Jeffrey Small, and I met with the Company in an attempt to whittle down the huge list of cases awaiting arbitration. Progress at that meeting was slow. We showed up with 51 cases, withdrew eight and discussed 12 more – leaving 31 not even touched as yet. The only productive settlement to emerge so far is the cancelled trips grievance discussed above. The Company has agreed to meet again in the future to continue this process but in the meantime we did strike arbitrators for five cases to get the System Board process in high gear.

Those cases are:

1. *PIT 96-10-2 and 98-9-10 “Fly Now Grieve Later.”* The Company has started to go down the road of awarding a grievance or principle but not awarding any compensation if the pilot flew other

time. We have *always* had a practice of pilots flying to protect their monthly pay (since the grievance process is “so” speedy) and then having the money tossed in their paybanks when they win (sometimes *years* later.) The Company has suddenly taken a dramatic shift in this practice that is not in the best interests of the pilot, nor, if you think about it – the Company. If we are unable to prevail on this issue we will have to change our entire way of doing business! In other words – *don’t fly*. This is a biggie. Arbitrator Krinsky was selected.

2. *MEC 99-1-2 Drug & Alcohol Test.* Before Arbitrator Douglas.
3. *MEC 99-3-4 Promotion out of Seniority.* Before Arbitrator Holden.
4. *MEC 99-3-5 1% Flying Abuses.* Before Arbitrator Krinsky.
5. *MEC 99-5-6 Workers Comp.* Before Arbitrator Holden.

