

Classification: Visitor



*Doug Mowery (PIT)
Chairman, Grievance Committee*

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Almost met Mike Scheeringa the other day. He’s the new big boss of the Operations Control Center (OCC) building in PIT (Tabor’s old job). Crew Scheduling, Claims, Resource Planning, etc., report to him. The Company had chosen the OCC as its meeting site with ALPA in an attempt to resolve the final issues surrounding our tentative 25(F) grievance settlement.

When I arrived at the big house I was informed by security that I would have to sign in on their log. Never had to do that before—especially with my US Airways ID in plain view. We complied.

Since we weren’t sure where the Piedmont Conference Room was located, security personnel kindly escorted us to our meeting. Enroute, Mike Scheeringa pops out of his office, spies our ALPA pins, says “Hi guys,” turns to the security person and says “These gentlemen need visitors badges,” and disappears around the corner—that fast. My right hand had barely started to travel to the greeting handshake position when my mind registered the futility of the gesture.

We trudged back downstairs to receive our cheap badges of cardboard inserted in plastic with big black letters VISITOR printed on them. At first I was a little put off. The whole idea of a Company pilot being considered a visitor in the building whose primary function is to support the operation that *we* accomplish seemed a little ridiculous.

Then I began to realize that in a microcosmic sort of way, this badge was symbolic of how the management of this corporation viewed me and each and every one of you—visitors. Not valued employees—visitors. Not the people with the physical and mental skills to operate millions of dollars of machinery with hundreds of lives on behalf of this company from A to B to C. No, we are just visitors.

The badge provoked feelings of alienation between myself and the management of this company. And those feelings felt...good! Actually, liberating! You see, through all these years, through all of our battles with the Company, there was always a small naïve part of my heart that felt this corporation cared about me and the important job I perform for them as an MD-80 Captain. That little piece died on October 13, 1999. May it rest in peace. Let there be no more illusions from any of us about how this company views us individually, and as a group. I truly realize that *all* we have is each other and the Association that represents our interests—ALPA.

The next time I travel to OCC I will wear my VISITOR badge with pride—just below my ALPA wings.

Fly now—grieve later

Last month I briefly touched on this subject and mentioned that it was set for arbitration on February 23 and 24 with Arbitrator Krinsky.

What is this case about? For years we have counseled pilots who have a minor dispute with the Company to “protect their pay,” make up the time you were cheated out of and if the grievance is won, then the money would be deposited in your paybank. This was a “win-win” deal as you had protection in the event you lost and most importantly, protected your next paycheck since the resolution of your case may take months or, yes, years! The Company, on the other hand, got to productively use you that month for an amount beyond the disputed pay. Until recently, the Company and Claims Administration subscribed to this “fly now, grieve later—if you win, throw it in the bank” concept.

A few months ago decisions arrived stating that yes, the pilot was right—but since he had used the A/I list or flown to the monthly maximum, no additional pay would be forthcoming. We appealed those decisions and patiently laid out to VP Gibson the “practice.” Incredibly, we were denied at this level with no explanation as to why the Company unilaterally is changing our long-standing practice on how to conduct grievance business.

Folks, this is positively HUGE! If we do not prevail on this case our entire way of doing business will have to change. Most importantly our contract will erode quicker than a Carolina sand dune in a hurricane. Here is a glimpse of the future if we lose this: The Company hoses you on a trip; they tell you they’re right. You’re pretty sure they’re not but are you willing to bet your next paycheck on it? Probably not, for most of you; you therefore fly anyway. You are now faced with grieving the *principle* only—no money will be forthcoming. So when the trip is over do you follow up, do the research required and contact ALPA to file a grievance on your behalf when all you’ll get in the end is a “you win” but not a single dime? Probably not, for most of you. And that, folks, will be your contract washing away, little by little, with each attack—and they’ll come like waves at the beach.

I will keep you posted on this one—but in the meantime, be aware that if you make up the time the current Company position is not to pay you if you win. You should currently, therefore, give *strong* consideration to *not* flying when the Company has abridged your contractual rights.

Bought trips

We recently received a favorable award from VP Gibson on this issue ... sort of. First of all this is a narrow focus issue. Specifically, if the

Company buys your trip, can they reassign it to you later with no additional remuneration? We’ve always said NO!

Follow along on the long torturous path that this issue takes. In 1997 a pilot had a trip bought. The next morning Crew Scheduling called and informed the pilot they were reassigning the trip to him and it was no longer “bought.” He flew the trip then grieved the issue (the practice at that time, as discussed above). The result from PIT Chief Pilot Tommy Johnson on PIT 97-5-9 was:

After careful consideration, and in accordance with Sections 19 and 20 of the US Airways Pilots Working Agreement, the above referenced grievance is upheld.

This grievance deals with a pilot whose trip for the following day was bought for training at 1500. At 0700 on the day the trip originated, he received a call from Crew Scheduling stating the Check Airman buying the trip had gotten sick and requested he fly his original pairing. The pilot accepted believing he would double-up.

When a pilot’s trip is bought, his responsibility to the Company for that pairing ceases. It is recognized that pilots get sick, training schedules change, etc. However, to expect to reassign a bought trip 15 hours later is unreasonable.

I am directing a pay bank adjustment for the pilot of 20:15.

*Captain Thomas E. Johnson
Regional Director Flying PIT*

Allow me to digress and point out that the award was placed in his paybank as was the practice discussed above in the “Fly Now Grieve Later” section. The current theft of money previously awarded to this pilot group should be of *major* concern to you.

Tommy wrote some great stuff in this decision. Particularly, “When a pilot’s trip is bought, his responsibility to the Company for that pairing ceases.” And, “to expect to reassign a bought trip 15 hours later is unreasonable.” Now when I read that last sentence I read it like you probably did—what are these guys smoking to think they can do this? But, knowing some of the personnel in Claims Administration the way I do, a little bell started ringing in the recesses of my consciousness. It did not take long.

Later in that same year a pilot was “reassigned” a bought trip again (Crew Sched: “Sure, we can do this”). When he filed his claim it was

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denied. The denial read ...are you ready? ... “This was a reasonable time period to reassign you the trip.”

That is some serious sharp-shooting, people. That shot didn’t come from the School Book Depository’s sixth floor – that one came from the grassy knoll and there are only two people I can think of whose aim is that good.

So, off we go again down the yellow brick road of Grievance Land fighting an issue that we felt had previously been decided just a few short months earlier. (Yogi Berra: “It ain’t over till it’s over.” Me: “With this Company it’s *never* over.”)

At the Senior Director Hearing in DCA a Company official first raised the threat, “Well, if you won’t let us reassign the trip then we’ll just wait to buy it off of you at report time.” At this grievance level I mostly ignored that remark as posturing on the part of the Company

but at the VP level with Captain Gibson the Company raised it again.

I responded that this would be a dangerous road to go down on the Company’s part as the pilot in question could refuse the bought trip and send the check airman and IOE student packing. I pointed out that the domicile time (except the 1% allowed in Section 9) belonged to the line pilots—not the Company. That’s why the time/trip has to be “bought” in the first place—we own it! Additionally, I pointed out that there was a long-standing practice along these lines whereby if a pilot refused the trip “buy” it was never challenged and he was always permitted to fly *his* trip if he chose to. And finally, I gave them specific contractual language in the last paragraph of Section 25 (25(J) 8.c):

A lineholder who is scheduled for a flight ... shall not be subject to displacement for a period of twenty-four (24) hours prior to scheduled departure, except with his consent or to meet an emergency beyond the control of the company.

Pretty clear language.

The first formal response I received from the Company was a request to hold the grievance in abeyance and let the Negotiating Committee tackle it. As many months had passed since the ratification of the ’98 Agreement with still no contract in my hands, I said “no” to this obvious delaying tactic. Besides, what was there in this simple little issue to negotiate?

Finally, *two years* after the grievance starts we receive an award:

Captain Douglas L. Mowery
MEC Grievance Chairman
Air Line Pilots Association
One Thorn Run Center, Suite 400
Coraopolis, PA 15108

Dear Captain Mowery:

Re: PIT 97-10-03

Kecken – Bought Trip

After due and careful consideration and in accordance with Sections 19 and 20 of the US Airways Pilots Working Agreement, the above referenced grievance is awarded. When the company notifies a pilot that his trip is bought, then the pilot is relieved of any responsibility for this trip.

As you are aware, and as a courtesy to the pilot whose trip is being bought, the company has generally tried to provide advance notice when buying a trip. However,

our discussions with the Association to resolve this grievance in a way that would continue to extend that courtesy and at the same time recognize that circumstances arise that no longer require the trip to be bought were unfortunately unproductive. Therefore, in granting the above referenced grievance, please be aware that the company is reserving its right to notify a pilot at any time prior to the buying of this trip.

Sincerely,

[original signed by Greg B. Gibson]

GBG/aem

c: Captain E. W. Bular
Regional Directors of Flying
A. J. Bralich
J. T. McFall
D. Buterbaugh

As you can see, the Company is now in print threatening to buy your trips at the gate at great inconvenience to you—and of course, it will be ALPA's (or my) fault that the Company will now be forced into its discourteous actions. Let me be clear about something—the Company knows days and even weeks ahead of time which trips are being selected for IOE. I was notified of my IOE pairing when in MD-80 training 12 days before it went out! Waiting until after the A/I list was processed to notify

me of a bought trip is *already* an inconvenience as it drastically curbs my ability to double up. To now ratchet up the inconvenience to a point where I don't learn of something the Company has knowledge of for quite some time until I've put on my uniform, packed my bags and driven to work is unacceptable! And I don't commute so my level of inconvenience is considerably less than most of you! Nevertheless, you can be assured that if I report for a pairing—I'm flying it! I encourage the rest of you to do the same. Only then will we prevail and get the Company to return to where we were two years ago (peanut butter jars?).

If we stick to this, the havoc that would be wreaked on the Company's finely tuned training schedule would fix the problem.

So, come on folks! I've done my job and held the line on your rights in the grievance arena, it's now up to you to hang on to them. It'll be good practice for our next contract.

PS: For you check airmen, please don't take it personally if a line pilot tells you he is not allowing you to buy his trip. Recognize that *he* has been inconvenienced by a lack of proper notification and is making a demonstration of his displeasure the best way that he can. Thank you in advance for your support.



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YOUR UNION NEEDS

YOU



• Electronic Information Systems Committee—

The Electronic Information Systems(EIS) Committee is looking for a few good volunteers for future committee vacancies. We are looking for pilots to work on the ALPA US Airways CompuServe Forum and the ALPA US Airways Web Site. We are looking for highly motivated pilot volunteers who would be willing to learn a new job and who could donate a few hours per week to work on either the forum or the web site. Previous experience is not required. You will be trained.

Contact EIS Committee Chairman William Stokes (PHL) at 818-286-8882, Craig Pinto (CLT) at 704-542-3094, or Steve Halpin (PHL) at 302-793-7794.