

16 OCT 1971

P C O A  
 FAR EAST PILOTS ASSOC.

44389

C/O AIR AMERICA INC.

APO SAN FRANCISCO, CALIF. 96342

HEADQUARTERS  
CHAPTERMINUTES OF BOARD OF DIRECTORS MEETING IN BANGKOKOCTOBER 2-3, 1971

REC'D WAS OCT 22 1971

## OFFICERS PRESENT:

Capt. J. Walton  
 Capt. J. McRainey  
 Capt. P. Peyton  
 Capt. W. Huff  
 Capt. H. Cockrell

## STATEMENTS GIVEN BY:

Capt. J. Markham  
 F/O P. Lavin  
 F/E Ben Gowen  
 Capt. Wehrell  
 Capt. W. Korbell

1. Discussion of Dual Seniority F/O - FN/F/E
  - A. A furloughed pilot may accept employment with the Company in any position the Company may offer, and still remain on the pilot seniority list as a furloughed pilot in accordance with Sec 12 of the FEPA Working Agreement.
  - B. The F/E Working Agreement states; seniority shall begin to accrue and continue to accrue while serving only as a bonafide full time F/E.
  - C. In a furlough situation where a pilot accepts a position as a F/E or F/N he will be assigned to their list in accord with the F/E Agreement. If the pilot is recalled as a pilot he must accept recall and give up his FE/FN seniority number or stay on the FE/FN list and give up his pilot seniority number.
2. Discussion on Excessive Flight Time by Lao Air Development Resulting in Unfair Competition between Competing Carriers
  - A. It was so agreed this matter would be presented to the Flight Safety Foundation, Arlington, Va.
  - B. Goal being uniform flight time standards for all Government Contract Carriers.

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3. Discussion on the Bailey Case.
  - A. Position of the Association.
    1. There was no pilot error involved.
    2. The aircraft was not overloaded.
    3. The engine was not developing rated power.
  - B. Bailey should be re-instated with all back pay and benefits.
  - C. It was agreed that the association would insist on separate submissions to the System Board of Adjustment.
4. Out of Seniority Furlough.
  - A. The Board agreed that FEPA's position as stated in the first level grievance hearing be included with these minutes.
5. The grievance of Dick Stuart was discussed and the Board position is the merits of the case on principle are such that the Board recommends the case being sent to the System Board of Adjustment.
6. The Exchange Order Grievance was discussed.
  - A. It was agreed that the VPFO level hearing on the changed Company Leave/Travel Benefits Program would be held by VPFO in Bangkok, Oct. 4, 1971.
7. The restriction on FEPA message traffic at Udorn was discussed.
  - A. Udorn is the only base where the Base Manager must approve each message sent by FEPA by initialling the message before it can be sent.
  - B. Capt. Walton will petition the President to rescind this order.
8. The Board was briefed on the funeral services of the late Capt. Billy Pratt and Capt. Herb Clark by Jess Markham, who represented FEPA at the services. He will be called on to give this report at the next VTE Pilots meeting.
9. The Board was briefed on the Dave Bronaugh case by Jess Markham.
  - A. The Board felt the Bronaugh case had merit as far as legal recourse was concerned.
  - B. The Board agreed that the legal expenses could not be covered under the Constitution and By-Laws of FEPA.
  - C. That a fund be started to cover the legal expenses by donations from individual pilots of the Association.

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10. The Stensloff Grievance Case was discussed.
  - A. The VPFO denied the adjustment of F/O Stensloff seniority number to reflect his original date of hire.
  - B. The Board feels that morally Stensloff's case has merit, however the Board could not justify bringing this case to the System Board of Adjustment because the period concerned was prior to the FEPA working agreement and we have no legal recourse under the Agreement.
11. The Board congratulated Capt. J. Markham on his work in the Insurance field, and his excellent preparation of the various grievances he has presented.
12. The nomination of a new IFALPA Representative was discussed.
  - A. The Board agreed it would be in the best interest of the association to keep the IFALPA Headquarters in Japan rather than compromising our image with IFALPA by moving over IFALPA Director to VTE.
13. The Constitution was discussed and the area of elections in particular came under study.
  - A. It was agreed that a committee would be formed at each station to review the Constitution and their recommendations reviewed by the membership for a possible note on revisions to the Constitution.
14. The Company's position of implementing the provisions of Sec 5, B 16 was discussed.
  - A. The Board agreed that if this provision is adhered to objectively there could be no objection to its implementation.
15. The Board discussed the VPFO's explanation of the removal of the prior qualification restriction on the C130.
  - A. It was agreed that the new qualification requirements be given to the Association in writing by the Company.
16. The Board discussed the use of FEPA pilots on competing carrier aircraft while the concerned carrier pilots were on strike. (i.e. World Airlines)
  - A. The Company was assured FEPA that they would confer with the Association before entering into any agreement with striking carriers.
17. The Flying Safety Course at USC was discussed and the Company's position of refusing STO for this purpose in the case of Capt. Zurlo.

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- A. The late request for STO authorization would if at all possible be avoided in the future.
18. The Board reviewed the Flight Time of all Company Supervisory Pilots from January through June.
- A. No discrepancies were noted from Contractual Agreements.
19. The 71-51 Displacement was discussed.
- A. In the area of mutually agreed transfers, if the pilots concerned get written waivers from all pilots between the senior affected and the junior affected pilot and the Company agrees to the transfer the Association has no objection if Bid Displace notification limits are observed.
20. Capt. Cockrell solicited comments from all pilots who have attended U.S.C. Safety & Accident Courses to be forwarded to other members of IFALPA for their consideration on request of IFALPA Headquarters.
21. The memento for Ralph Adams retirement was approved and purchased by the Board. The Board agreed on a lifetime membership in IFALPA for Capt. Adams also.
22. Yokota requested the VTE Chapter filing system procedures be adapted for standardization purposes.
- A. It was agreed that VTE Secretary would provide this information to Yokota.
23. The wage price freeze was discussed in reference to the VPFO's letter to the Association on this matter.
- A. The Association feels the Company has based its contract prices on the periodic wage increases and these increases are reflected in contract cost, therefore the Company stands to benefit by the freeze on these increases.
- B. The Association feels this money should be returned to the Customer.
24. Capt. Markham requested clarification on expenses incurred in the performance of his duties as Insurance Representative and Grievance Chairman.
- A. It was agreed that expenses are to be determined on an Ad Hoc basis at the FEPA per diem rate outlined in the FEPA accounting manual.

The Company's position on the furloughing of Senior Pilots around the Junior C130 F/O's allegedly is based on a misinterpretation of Sec. 11 Par. 11, concerning bidding and upgrading exceptions to Seniority. If Sec 11 Par 11 was intended to cover all conditions of seniority, and not just bidding or upgrading that Sec 11 pertains to, the Par would have been inserted in Sec 10, which defines the conditions of Seniority.

Par 11 concerns it self only with assignment, the word assignment or assigned is used in every sentence of the Paragraph. It is obviously the intent that this paragraph covers only the assignment of pilots out of seniority. It was never the intent that this paragraph on exceptions to bidding and upgrading would also apply to Sec 12 Displacement & Furlough.

The principal behind Sec 11 Par 11 is understood and appreciated by the Pilots Association. Unfortunately the principal has been disregarded too often in past assignments to special projects. Personal referrals by Chief Pilots or Pilots connected with the projects concerned have been given consideration over qualifications or seniority. The animosity that this has created between the Company and the pilot group is not likely to fade away with time like some unpleasant decisions, because the pilots are faced with these inequities every day they perform their flight duties, along side the special project pilots who are flying better equipment with higher pay, and often more desirable working conditions.

The Association has tried repeatedly to convince management that these assignments of very junior and in some cases poorly qualified pilots is not in the Company's or the Association's interests. The recent assurance that this will no longer be condoned, and qualifications and seniority will govern these assignments in the future, now loses it's objectivity when the old inequities are compounded, and senior pilots are to be furloughed around the favored junior special project pilots.

Ready for: m G. O B