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Lessons from history, taking BA's assurances at face value....

If you have been in BA less than 10 years, then the assurances given by Mr Walsh may strike you as a powerful and compelling message. Taken at face value the assurances, or guarantees, made at the recent meeting and re-iterated in the DVD the Company is sending out, appear to address all the concerns that BALPA have expressed over the threat posed by OpenSkies.

We have no doubt that the CEO delivered the following assurances in good faith.

"I guarantee that OpenSkies does not represent a threat to your terms and conditions."

"I guarantee that none of the aircraft we have ordered will be diverted to OpenSkies."

"I guarantee that we will continue to seek profitable mainline growth, flown by you in line with our agreement 'Schedule K'."

"With the guarantees I have made, there is nothing for you to fear from OpenSkies"

Do not be fooled by assurances

In 1998 BA convinced BALPA to agree to changes to the BA Regional (BAR) Scheduling Agreement. The associated cost savings would help secure the future of BA in the regions and fund the purchase of 26 new aircraft.

From the agreement letters exchanged at the time,

*"The agreement is based on a **total commitment by BAR** to invest in 26 new aircraft by 01 June 2001 and this has been reinforced by the following assurances:*

1. A confidential letter from Bob Ayling (CEO of BA) to Chris Darke (General Secretary of BALPA).
2. A public statement by the MD of BAR confirming a 26 aircraft plan.
3. **A written assurance** from the Chief Pilot to honour the agreement."

What more could BALPA have secured at the time to give us the confidence the aircraft would be delivered and BAR would continue?

Here is what happened.

- The BAR scheduling agreement was implemented.
- The Business plan changed.
- The promised 26 aircraft were NOT delivered.
- BAR was closed and BA mainline pilots opportunities to fly in the regions were lost forever.

A BA manager has recently stated *"the deal negotiated did not make the proposition profitable. The Company then took a business decision not to proceed with the Manchester fleet and in fact pull out of these markets (both Birmingham and Manchester) completely as it felt it had no long-term successful future in this arena"*

This just proves:-

No guarantee or assurance survives the next business plan or business cycle

It is BA, under the terms of their offered agreement, that will deem which aircraft are surplus to requirement and thus be able to transfer them to OpenSkies.

It is an "agreement" that has no standing, offers us no real protection and is dependent upon BA's future adherence to today's business plan.

Binding Agreements written into Schedule K are the only Assurances which count

Secondments without reciprocal access to Mainline BA do not work

Unless the OpenSkies pilots are recruited to a BA standard and are given the right to transfer to BA after an appropriate engagement freeze there will be friction between the two groups of pilots forever. This is the situation we currently face with our secondments to GSS.

From a Senior GSS Manager in a letter to BALPA just 6 weeks ago in Dec 2007

"The secondment agreement remains the biggest bone of contention between the GSS Management and pilots and BA and BALPA...I for one together with all the GSS pilots would like to see this agreement terminated with immediate effect"

What will happen after aircraft 6 if we accept BA's 'final offer' to consult (not negotiate) on further secondments? Does anyone believe OpenSkies will be prepared to offer more secondments? The only consultation will be about how to get rid of the Secondees they already have.