



A Publication of the Transport Workers Union of America, Air Transport Division, Local 514, AFL-CIO



Local 514

Tentative Agreement Myths

Thinking of Retiring?

Please contact Local 514's Retirement Counselor Mark Loeber for details. Contact details are listed below:

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Retirement Counselor
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Bankruptcy Information

Information about the bankruptcy comes almost everyday for hearings etc. The informer only goes out weekly. For the most current information, we highly recommend that you go to the computer at home or at work and go to www.twu514.org and see daily up to the minute updates. This is the fastest and most reliable way to be informed. You can also sign up for updates at www.twu.org (the International TWU website).

The voting on the Tentative Agreement has begun. There are several myths that have developed over time about this process and the role of the Court. Members need to be aware of the actual state of the law on this matter:

The Bankruptcy Judge can modify the Company's "Ask" -- which is the final proposal the Company made to the Union back in March before the hearings on its Section 1113 motion to reject our contract began -- to make it fairer to the union.

This is not accurate. The judge has one decision to make -- whether to grant or deny AA's motion to reject our contract. If the judge determines we unreasonably rejected the Company proposal for concessions, our contract will be rejected and the Company will be permitted to impose the terms of its "Ask". Those terms are set out of the TWU website and the Court has no authority to order AA to make them better or otherwise write a contract for the parties. In fact, the Judge directly stated this in court.

After Abrogation the terms and conditions imposed by the Company will be our contract

Company imposed terms and conditions which we never agreed to are not a contract. A contract requires two parties to agree. The company may impose further concessions if it believes they are economically necessary. The law on this matter has rarely been challenged, but there are several disturbing decisions which hold that unless there is an actual agreement in effect the Company does not have an obligation under the RLA to honor the status quo while in negotiations.

The Company must have a consensual agreement with us before it can exit bankruptcy. Therefore, even if our agreement is abrogated, if we hold out it will have to give us a better agreement in order to reorganize.

There is no legal requirement that a Company reach a consensual agreement with a union after it has succeeded in abrogating its contract as a condition of exiting bankruptcy. That is the reason that the Bankruptcy Code provides for a contract rejection process when no agreement can be reached. No union has ever ended up better by having its contract abrogated.

Update Your Address

If you have not received a ballot this week there could be a reason. If your address is not correct with your local Union office, you need to make sure you call the Local 514 Union Hall on Pine Street and have your information corrected. The number to Local Union Hall is 918 437-4300. If you have not received your ballot within the week you can call 817 282-2544 or email: vote@twu.org.

Fleet Service Early Out

Early Out Letter for Fleet Service – Employees interested in the SIS will be able to sign up starting July 23, 2012.

This letter will confirm our understanding relative to the implementation of the Early Out Letter of agreement contained within the recently ratified AA/TWU Fleet Service agreement.

As you know, in accordance with the “Me, too” provision, the Company cannot implement the new terms and conditions of the restructured agreement until such time consensual ratified agreements have been reached with all of the unions at A A or for those without consensual agreement, abrogation of the collective bargaining agreement through the 1113c process. Based on the current status of the APA, APFA and the TWU M&R and Stores agreements, implementation of the new terms of the AA/TWU Fleet agreement would not occur any sooner than mid to late August, 2012.

However, since the Fleet agreement has ratified and contains the Early Out letter, the Company is interested in opening the window for eligible employees to sign up for the Early Out starting July 23rd and closing on August 12th. Eligibility for the Early Out is based on age (45 years old) and Company seniority (15 years) as of August 15, 2012.

In providing this opportunity, it will allow employee’s sufficient time to consider their choice to sign up; however, the Company will not grant or award any of the Early Out opportunities until such time the conditions have been met to fully implement the new terms of the AA/TWU Fleet agreement as outlined above.

In addition, the Company will simultaneously open the window of opportunity for employees not eligible for the Early Out, to sign up for the Stand in Stead (SIS) program. In the interest of ensuring employees are signing up for the Early Out or the SIS based on their eligibility, the names on the current SIS list as of July 22, 2012 will be deleted. Employees interested in the SIS will be able to sign up starting July 23, 2012. Since the SIS letter of agreement is a continual process, the ability to sign up will remain open indefinitely; however, we will notify you when we plan to pull the SIS list for purposes of awarding prior to the anticipated reduction in force.

The Company will distribute and provide communications to ensure employees are fully aware of the window of opportunity for both the Early Out and SIS programs for Fleet Service and Ground Service employees.

Please take advantage of the Grievance office for questions and information. There are Officers/Shop Stewards to assist with any questions you may have along with an abundance of information on the early out, retirement, and stand in stead. The Office is in the TEO building above the landing gear area and the phone number is 918-292-3213.