



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

## Local 514



### Don't Miss Out!!!

**Open Enrollment for Voluntary Life Insurance through Lincoln Financial Group ends November 30, 2011. (60 years or younger, \$100,000 guaranteed for members, \$30,000 guaranteed for spouse during this enrollment)**

For questions please call Union Benefit Planners Toll Free at 866-386-6060.

### Last Chance To Enroll!!!

**Short Term Disability enrollment is extended through November 30, 2011.**

The cost is \$19.66 monthly or by-weekly rate of \$9.83.

You can obtain enrollment forms from the Grievance Office or The Union Hall.

If you have any questions please call:

D'Ann Johnson 918-384-9760  
Malinda Hamm 918-576-1717  
Bruce Sexton 918-619-2975

### Tulsa's Veteran's Day Parade is November 11, 2011.

The TWU Local 514's Veterans's Committee is having a float in the Tulsa Veteran's Day Parade. The theme for this year's Parade is "Let Freedom Ring".

We are meeting behind Home Depot, 901 S Elgin, Tulsa, at 9:00am

Lets show our support for our veteran's by participating in this years parade.

## TWU Fleet Service and Ground Service Workers Reach Tentative Agreement

Although Local 514 President Sam Cirri voted against bringing the Fleet and Ground Service agreement back to the membership, the majority of the Fleet and Ground Bargaining committee did vote to bring the agreement to the members.

However, all members need to read the Tentative Agreement (TA) in its entirety before voting on it. The Fleet Service TA in its entirety was posted on the TWU514.org site on 11-3. There are also copies of the TA available at the Union hall on CD.

The proposed pact includes a 6 percent signing bonus, an immediate 3 percent structural base pay increase and three additional 2 percent structural increases, which will take effect 12 months, 24 months and 36 months following ratification. Under terms of the tentative agreement, a typical fleet service clerk will earn over \$23 by the end of the four-year contract, while a crew chief will earn more than \$25 an hour.

The following are some of the highlights of the Fleet service agreement.

**Holidays increased:** The proposed contract doubles the number of paid holidays, from five to ten, and increases holiday pay to double time from time and a half.

**Sick leave:** Sick days increased to eight, from five under the previous agreement.

**Health care premiums frozen for active employees:** AMR's Value health plan will replace the \$150 deductible standard plan and will become

the contractual plan. Employee contributions to premiums for the contractual plans will be frozen at 2012 rates for 2013, 2014, and 2015. Workers in the \$150 Standard plan will have options to enroll in other plans during enrollment for 2013 benefits.

**Retiree health care:** Benefits are unchanged for current retirees. Current employees who retire within three months following ratification will continue to participate in the existing pre-funding retiree health plan. Employees who retire after that date will have their pre-funded retiree health care contribution returned, and will pay the Value health plan premium (employee only rate) per person per month for retiree healthcare coverage.

**Retirement:** Pension benefits are unchanged for current retirees, and current active employees will continue to participate in AMR's defined benefit plan. Employees hired following ratification will be participate in a company-matched defined contribution plan, no less favorable than the plans offered to management, with a maximum employer matching contribution of 5.5 percent.

**Job security:** Under terms of the tentative agreement, TWU members will no longer perform daytime cabin and fueling work or work as bus drivers. More than 1,200 employees now in these classifications, however, will have their jobs protected and will be transferred to other assignments within their city. In addition, the system protection date has been adjusted to 6/26/2000, providing job security to more than 1,000 Title III fleet service clerks hired on or before that date.

## Working Women's Committee

For the last two years the Working Women's Committee (WWC) has sponsored children who are placed with Domestic Violence Intervention Services (DVIS) during the holiday season. Many times children are placed with DVIS so close to Christmas they cannot receive help from the Angel Tree. This year we are raising money in hopes of having gifts for all of the children Christmas morning. Last Christmas we sponsored 23 children and

the NEOLC helped 6 others. The WWC will be collecting contributions through December, 19 2011. If you want to help or need someone to come by your shop to collect money for our drive you may contact:

Vicky Wall	<a href="tel:918-638-4236">918-638-4236</a>	2 <sup>nd</sup> shift
Erin Hancock	<a href="tel:918-68818879">918-68818879</a>	12:00 pm until 8:30 pm
Teresa McMillen	<a href="tel:918-361-8384">918-361-8384</a>	6am until 2:30 pm.

The Tool Cribs will also have cans on the counter for you to give your donations. Thanks to you, the kids will have a Merry Christmas.

## Vacation, Contract Violation?

Recently a letter from James B Weel, Managing Director, Employee Relations, dated October 11, 2011 has been circulating on the floor. Mr. Weel claims in the letter that they have just become aware that some Tulsa union members and supervisors have been violating the TWU/AA Agreement by taking vacation in hourly increments. Local 514 was not aware of this being an

issue until this letter surfaced. The way we handle vacation in Tulsa has been a long standing practice that does not take away from production or add any additional cost to the company. Local 514 is not in agreement that it is a violation of the TWU/AA agreement. If Tulsa Management adheres to the way Employee Relations wants this done it would mean no more flexibility in

our schedule for things such as kids, doctors appointments...etc. We are not aware of any advantage, financial or otherwise for the company to intentionally disrupt so many lives.

Since this letter is not specific to Tulsa the TWU ATD office has also weighed in and contacted Jim Weel asking for an explanation of this.

## Outsourcing Cases: Landing Gear and CFM 56

Since Arbitrator Greenbaum released her awards on outsourcing of landing gear and engine work, we have received a number of inquiries on the meaning of her rulings. If you want to know what an arbitrator's opinion means the best place to start is the actual language of the opinion. In both cases, the arbitrator's words make it very clear that there are significant restrictions on AA's authority to outsource under our contract:

### 777 Landing Gear:

"It must be stressed that this is an unusual event, in which, despite the best efforts of both parties, the work at issue could not be performed within the time requirements necessary to keep the Company's aircraft in service. AA does not dispute that had it been able to perform the work in-house within the required turn around time (something which the Union accomplished after the time frame in question) the contract, the formal notification, the Baker letter, and the various letters associated with the Tulsa Working Together process would have foreclosed this instance of outsourcing. It would be a different matter if it had been established that the Company had intentionally or negligently deprived its employees of the necessary resources to accomplish the task in the time allotted. However, this was not proven, and, in fact, the evidence shows that the shop had a full headcount, and its employees were working maximum overtime. As noted above, the AA/TWU contract contains some of the most far reaching restrictions on outsourcing. However,

these restrictions do not require the Company to keep aircraft on the ground (and absorb revenue loss as a result) instead of using the temporary measure of subcontracting some of the work to an outside vendor to deal with a surge in maintenance volume. Therefore, the grievance should be denied.

***"There is no contract in the industry besides ours in which the union would have received any remedy on this sort of matter and under these circumstances"***

### **The CFM 56 case has similar language and made the following ruling:**

1. The Company did not violate Article 1 of the Collective Bargaining Agreement when it sent eight 737 CFM-56 engines to an outside vendor for repair, but did violate the Agreement with regard to the other three engines, as there is no evidence of notice to the Union of its intent to contract out these three engines and no evidence of "meaningful discussions" with regard to the final three engines. Thus, the grievance is hereby denied in part and granted in part.
2. The Company is hereby ordered to comply with the Agreement and the Allen and Baker letters in the future, notifying the Union when it first contemplates contracting out bargaining unit work and having meaningful discussions thereafter.

3. The monetary remedy, as agreed to by the System Board, is set forth above, and includes payments at the appropriate overtime rate to 47 mechanics assigned to the shop, including crew chiefs, one technical crew chief, as well as five stock clerks assigned to support the shop at that time and nine inspectors.

Arbitrator Greenbaum, consistent with her landing gear opinion, also made clear that even after a discussion with the union which met the requirements of the Allen and Baker letters, outsourcing could occur only "under certain circumstances" and added that, with respect to the final three engines, the evidence presented by the union "leads to the conclusion that the shop could have met the same schedule Strothers did on these three engines," and that was a further reason she sustained this part of our grievance.

The Union believes that we presented strong enough cases to justify a remedy on all eleven engines as well as the landing gear, and we respectfully, but strongly, disagree with those aspects of her rulings. However, anyone familiar with the arbitration process knows that arbitrators tend to compromise the claims of the parties, particularly when they involve significant economic claims. Having said that, there is no contract in the industry besides ours in which the union would have received any remedy on this sort of matter and under these circumstances and the principles of both decisions give us much to work with as we face future threats to our work.