# The Grapevine

### **Aircraft Mechanics Fraternal Association (AMFA)**

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Earl Clark Region I Director

Jack Coonrod Region II Director

### **MISSION STATEMENT**

Disseminate news in any manner to keep the membership alert and well informed." - an Association Objective, AMFA Constitution.

AMFA National produces this publication because it is our firm belief that an informed union membership creates a strong union. AMFA inalterably places the control of the Association with the membership. Every member has a responsibility to stay informed and involved.

### The Grapevine



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The Grapevine's editorial content must be generally consistent with Association policies. The guiding principle governing all submissions is respect for one's fellow member and for the Association. Submitted articles should address issues pertinent to the Association and its members, and must avoid references of a personal nature.

All articles, including guest editorials, should conform with policy positions of the Association as established by the AMFA National Executive Council, AMFA Constitution, and National Policy Manual. The responsibility for monitoring editorial consistency is shared by National Officers.

## 2011 Here We Come



By: Louie Key, National Director



The year of 2010 was certainly an eventful and interesting year for our Union. We participated in several events that recognized Charles Taylor, the father of aircraft maintenance, capped with AMFA donating a bronze bust of Mr. Taylor at the Museum of Flight in Seattle. We worked with our legislative firm in Washington DC, Lobbit.com, to lobby for changes that will help our profession and highlight the pitfalls of outsourced aircraft maintenance. We filed with the National Mediation Board for representation of additional work groups at SWA. And two of our three carriers were either purchased by, or are purchasing, other carriers. Those events in themselves initiate a series of follow up actions that will carry over well into 2011.

As we start off 2011, we have to wonder what's in store for us this year. What will the many twists and turns of the integration processes at Southwest and Mesaba yield? Will we be able to reach a negotiated settlement with the Air Tran and Colgan representatives? When will we reach a tentative agreement in the SWA Appearance Technician negotiations and will it pass ratification? How will the contract negotiations at Alaska Airlines unfold? These are just some of the many issues that we know we will be working through over the coming year. There will certainly be many other unanticipated issues that we will have to address. And each one of them presents another opportunity for AMFA to excel.

I have spoken with many of the former AMFA members at United Airlines and Horizon Air and one message that keeps getting repeated is, "you never really know how to appreciate something until it's gone." The democratic principles that are the foundation of AMFA can too easily be taken for granted. Likewise, the open negotiations and communications that we practice is taken as a given, you don't miss them until they are gone. So as we face the opportunity as a union to represent our members' best interests, remember that you have the chance to participate in the process. And, if you chose not to participate, you will always have the means to find out what is going on in your union.

Whatever is in store for us in 2011, I look forward to it with great enthusiasm. What's the alternative? I'm not one to back down and I enjoy our mission. As Thomas Edison said, "Opportunity is missed by most people because it is dressed in overalls and looks like work." Let's not miss any opportunities for AMFA to excel in 2011.

P.S. I'm being told there is increased interest at United and Horizon as well as a couple of other new carriers in gaining AMFA representation. Opportunity? Absolutely!



# **AMFA - Alaska Airlines Update**

# **Article 23 Annual Wage Review Discussions, Section 6 Negotiations Openers Update**

In accordance with the terms outlined in Article 23, Wage Rules, AMFA and Alaska Airlines met to discuss the annual pay scale adjustment on November 29th at the Hangar in Seattle, Washington. In attendance for AMFA were: Earl Clark, National Region 1 Director; Tim Cullen, Local 14 Airline Representative; Mark Dahl, Local 32 Airline Representative; and Jason Munson, Local 14 Airline Contract Committee Member. In attendance for Alaska Airlines were: Fred Mohr, Vice President, Maintenance & Engineering; Kurt Kinder, Managing Director of Line Maintenance; Bob Hartnett, Director, Labor Relations Ground; Sonia Alvarado, Labor Service Manager supporting M&E; Alyssa Edwards, Director Compensation; and Nicole Wettleson, Compensation Analyst.

We reviewed the "all in" pay rates for the ten carriers referred to in the Alaska Contract; the rates were as of October 17th, the day of the Alaska pay rate increase our technicians received. Here are those all in rates, which includes base pay, license premiums, line premium, and longevity at the top of each of those scales: 1) Southwest \$42.40, 2) AirTran \$35.00, 3) Delta \$34.73, 4) JetBlue \$34.47, 5) Alaska \$33.90, 6) Continental \$32.93, (7) American \$32.75, 8) US Airways \$31.15, 9) United \$30.35, and 10) Frontier \$29.15. We then discussed the fact that the pay rates were accurate as of October 17th, but as of today, November 29th, Continental Airlines has ratified a new agreement that should be considered in this pay review. The Company disagreed but said they would go back and discuss this further with their group. We then got into discussions regarding dates for the Alaska – AMFA Section 6 Contract Negotiation Openers.

On Friday, December 3rd, AMFA and Alaska Airlines met a second time at the Hangar in Seattle to finish the wage review. In attendance for AMFA were: Earl Clark (Via Conference Call), Tim Cullen, Mark Dahl, and Jason Munson; for Alaska were: Fred Mohr, Kurt Kinder, and Sonia Alvarado.

Still at issue was whether or not the new Continental "all in" pay rate of \$35.22 should be considered for this review. If it is, it would then put us at the number six (6) position in our industry review. The Company stayed with the position that the pay review has always been a snapshot of the "all in" pay rates of the comparator carriers as of the anniversary of our contract, and thus we are at the number five (5) position as of that date, October 17, 2010. AMFA argued that the contract does not specify a date for the review. Therefore, at the time of the review we were in the number six (6) position because of the newly ratified Continental Airlines agreement an additional pay increase is in order. Had the review been done at the normally scheduled date, this would not have been an issue. Alaska Airlines did not agree with our arguments and stated that there would be no further wage increase at this time and would address the issue in Section 6 Negotiations. We then set the date of December 13th to exchange openers.

On Monday, December 13th, AMFA and Alaska Airlines met to exchange Section 6 Negotiation Openers at the Center Point Business Park in Kent Washington. In attendance for AMFA were: Louie Key, National Director; Earl Clark, National Region 1 Director; Tim Cullen, Local 14 Airline Representative; and Mark Dahl, Local 32 Airline Representative. In attendance for Alaska Airlines were: Kelley Dobbs, Vice President; Human Resources & Labor Relations; Fred Mohr, Vice President; Maintenance & Engineering; Kurt Kinder, Managing Director of Line Maintenance; Bob Hartnett Director, Labor Relations Ground; and Sonia Alvarado, Labor Service Manager supporting M&E.

Fred started the meeting off by talking about the Alaska Airlines vision of the M&E group and how Line Maintenance is a key part with AMFA. He talked about wanting our technicians to be well compensated, which includes pay, benefits, and PBP compensation. Bob Hartnett then asked for all of us to do introductions. Bob then asked of AMFA's process of negotiation and how the open negotiations process works. Louie explained how AMFA's open negotiations policy permits its members to observe contract talks thus allowing our members the opportunity to see the process from initial proposal to the final version. This gives our AMFA members the opportunity to craft their contact through caucus and suggestions.

(...continued on page 9)

# Allegheny-Mohawk and MaCaskill-Bond Made Simple! What a Joke!

By: Floyd Looney, Assistant National Director

The fact of the matter is it isn't simple – Nobody wants to lose any seniority, not the acquiring membership or the membership being acquired. Nobody asked for the merge or acquisition to occur; however, for both of the companies involved, it is bread and butter. These two companies believe the opportunities available from the combined operations make the gamble to integrate two separate, but not so different, cultures is worth the headaches that are going to be had by all.

The McCaskill-Bond amendment requires just two of the labor protections from the earlier Allegheny-Mohawk Labor Protective Provisions (LPPs). In that "provisions shall be made for the integration of seniority lists in a fair and equitable manner," and that disputes over seniority are submitted to binding arbitration.

"Fair and equitable" is thought to mean that seniority lists would be merged, as McCaskill and Bond thought should have happened with TWA's workers. Binding arbitration speeds up the process, forestalling the endless negotiations over new contracts currently bedeviling US Airways. Furthermore, past airline mergers, including FedEx's acquisition of the Flying Tigers, would probably not have happened without a merged seniority list for pilots. The Tigers merger fueled FedEx's international expansion, demonstrating the remarkable added value that a merger can offer.

#### **Seniority Integration**

How will seniority integration be handled? That remains to be seen. There are laws and legislative provisions to abide by, but even so, there are still many different ways to integrate seniority. You should know that AMFA is committed to fighting for your right for fair and equitable seniority integration. Southwest cannot take the AirTran mechanic and related seniority list and staple it onto the bottom of the Southwest list. The McCaskill Bond Amendment passed in 2008 prohibits this action. This provision requires that the parties representing the separate employee groups negotiate in the hopes of mutually agreeing on an integrated list. If no agreement is reached, it must be submitted to binding arbitration.

There are hundreds of ways that the integration can happen. One tool available to us to mitigate the impact of an eventual integration is to use "Fence Agreements." What is a Fence Agreement? It is a negotiated agreement between the company and our union that guarantees that the mechanic and related groups will be kept separate until full integration occurs. There are scope provisions in our CBA guaranteeing that any maintenance covered by *our* CBA is done by *our* mechanics on *our* seniority list. Basically, they work on their side, and we work on ours. However, if you want to bid across the fence, your seniority may not hold the same status as it does at your current location.

It really does not matter which airline you work for, these rules apply to everyone. Nobody wants to lose seniority. Seniority means everything to an airline employee covered by an RLA contract. It could mean the difference between a day shift job and a graveyard shift job. It could mean the difference between being in a station where you want to be and being in one you do not prefer.

Southwest Airlines tells us that there may be positives that can be had with the combined airlines for mechanics. Let's take a look. Through our current SWA contract, the "C" checks belong to our members; therefore, we will have to add at least 1 line, or maybe even 2 lines, of "C" checks resulting in an addition of as many as 100 new mechanics. There is also a contractual trigger in our SWA contract that adds an additional heavy check line resulting in an additional requirement for 120 to 150 new mechanics. Then you have to have back—shops, which adds 20 to 30 more mechanics. There will be additional aircraft to work on at all the line stations, meaning more mechanics. You never want to inconvenience the passengers, but face it, aircraft do break. Overall, there is the possibility of an addition of upwards to 300 mechanics added to the bottom of the combined mechanic's seniority list – we will be much stronger with over 2,500 mechanics.

(...continued on page 8)

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# 2010 Legislative Review

2010 was an extremely busy year for AMFA on Capitol Hill. Our coalition of supporters in Congress continued to grow and our existing relationships strengthened considerably. With almost all of our major stakeholders surviving re-election, things appear on track for a very strong start to the upcoming 112<sup>th</sup> session of Congress in January.

This year we were able to obtain much more favorable FAA Reauthorization bill language that would have helped to narrow the wide, unfair gap in standards and testing with outsourcing facilities. This can directly be attributed to help from strong allies like Congresswoman Eddie Bernice Johnson (TX) who represents our mechanics at Love Field. Additionally, 2010 saw breakthroughs with the House and Senate committee staff and this proved to be crucial as language was getting discussed.

2010 saw the passage of not one, not two, but THREE separate FAA Reauthorization extensions! Things initially appeared quite promising for passage of the main bill, but sadly grew into a quagmire when Congress was repeatedly unable to overcome the FedEx labor provision dispute.

Inroads have started to be made with the FAA and TSA, and we anticipate securing meetings for AMFA National Director Louie Key with the agencies' leadership in early 2011.

We tracked ten different AMFA related bills at various stages in the congressional process during the 111<sup>th</sup> Congress. This included attending hearings and assessing

implications of added-on amendments. These included the TSA Authorization, Homeland Security Appropriations, and the Airline Safety Act among others. Our work with the committees helped ensure AMFA was taken into consideration even when we were not in the room.

With the new session looming and a new party taking power in the House, we will need to hit the ground running in 2011. Obviously, Republicans have traditionally not been as favorable to labor issues as Democrats. That said, our story is a strong one and meetings with incoming Chairman Mica will be vital to ensure that when the new FAA Reauthorization bill is written, the outsourcing language will continue to be a priority. In fact, we have an opportunity to strengthen our position.



### The Law and Union Membership

MAKE 2011 LABORS YEAR

STAND TOGETHER TO FIGHT BACK

Because of actions taken by state legislatures, twenty-two states – in the South, Midwest and Southwest – are "right to work" states. This commonly used term is actually quite misleading since the "right" given by these laws is not in any sense the right to be employed. Rather, those working in a "right to work" state have the "right" to enjoy some of the benefits of union protection without paying a cent for them. For private sector employees in such states, as well as for a number of public sector workers across the country, as a matter of law individuals may not be required to contribute financially to the cost of that representation. Workplaces covered by this type of arrangement are referred to as "open shops." Dues-paying members often refer to workers who refuse to pay their fair share for the union's work as "freeloaders" or "leeches."

## **Award Presentation**

### **Highest Honors**

By: Steven Nowak National Secretary/Treasurer

At the November Joint Advisory Council (JAC) Meet- was instrumental in reestablishing the Shop Commiting, AMFA National took the opportunity to present the first O.V. Delle-Femine Recognition Awards. This award was created in Honor of "Dell" O.V. Delle-Femine, the founder and longest serving National Director of AMFA. Safety and Standards Director Fred Digne brought the idea of this recognition award to the Lee Seham and his law firm have worked with AMFA National Executive Council (NEC) and it was unanimously accepted.

This Award is presented to people that have shown outstanding and exceptional commitment in upholding the goals and objectives of this Association – the type of dedication that Dell himself had shown through the years in keeping AMFA going.

The first two recipients were Dennis Sutton, former President of AMFA Local 5 in DTW and Lee Seham, Esq. of Seham, Seham, Meltz, and Peterson, LLC.

Dennis served as the AMFA Local 5 Vice President when the strike at NWA started in August of 2005, and stepped up to the role of President shortly after. He continued to serve AMFA and the membership as the NWA members were consolidated into Local 33 and eventually placed into trusteeship due to the loss of members. When a strike settlement was finally reached, Dennis continued to work for AMFA to ensure that honorable strikers that chose to come back to NWA had representation. He

tees on the property and continued to assist members throughout the merger with Delta. Still to this day, Dennis has availed himself to assisting members in passing on or sharing information.

and Dell for over 40 years. They have shown an unwavering commitment and dedication to the Association, which goes way beyond what one would expect. They believe in the principles and philosophies that AMFA was founded on and it truly shows. Over the years, throughout some of AMFA's hardest times, they have reduced and forgiven debts owed because of their belief in the Association. They represent with a passion that cannot simply be hired.



# **Negotiations**

### By: Jack Coonrod, Region II Director

Generally when we think of negotiations, we think of money: increases in pay, shift differentials, license premiums, etc. Over the past several years, more and more of our work is being outsourced. Perhaps it is time we shift our thinking about negotiations to focus more on bringing work back in-house and less on money.

More work in-house would mean more job security, and job security promotes a happy and productive work-force. This is good for the companies as well as the membership. It would also mean growth, and more growth would in turn mean a better quality of life. Your seniority would be enhanced which could be seen as better days off, a better shift, a more desirable bid location, or city. These are things that money cannot buy.

Companies today cannot be easily convinced to outsource less, much less, to actually do more work in-house. I believe companies do not want the employees they have, and certainly do not want any new employees they may need if they brought work back in-house. Companies outsource for a variety of reasons but most outsource for cost savings. While in a financial downturn, such as we are now experiencing, we may find it especially difficult to compete with non union and/or foreign outsourcing, but there certainly are advantages to performing work in-house. The companies would have complete control over the work: they already have employees who have the knowledge and expertise to perform the work; the companies have and maintain facilities capable of housing this work; quality would be improved due to the fact the members have a vested interest; and whenever they deem it necessary, could expedite the aircraft back to an airworthy status.

Negotiating that work be brought back in-house would require a concerted effort by the Union and its members. The membership would have to show a willingness to forgo monetary increases and a capability to perform any work that would be brought back. Secondly, the Union would need to focus whatever leverage it may have on bringing work back in-house.

Many times we become short sighted. Perhaps now is the time we should concentrate on the long term. Bringing our work back in-house certainly would not be easy but anything worthwhile usually isn't.

#### What is a Union Steward?

The heart and soul of any union is its members, and they are pulled together by a network of first-line union representatives, often called stewards. Your union may use a different title for this position, such as department rep or representative spokesperson, but the functions will be the same. Stewards are the "eyes and ears" of the union, keeping track for the union of what's happening on a day-to-day basis. An effective steward functions as a two-way pipeline: passing information along to higher-ups in the union, so that they can formulate plans to respond to employer actions, and making sure that the union members in their areas are kept informed about what's going on within the union.

# AMFA Local 14 Brings Holiday Cheer to Local Kids

#### By: James Rea, Local 14 Vice President

Technicians from AMFA Local 14 in Seattle gave back to their community this holiday season by donating toys for the March of Dimes and Eastside Baby Corner. After two months of collecting new, unwrapped toys in Seattle and Portland,

more than 500 toys (valued at \$8000) were delivered to the Eastside Baby Corner on December 6, 2010, for distribution to local families.

AMFA National Director Louis Key kicked off the drive at Local 14's October General Membership meeting by donating five toys. We would like to thank the organizers Marcus Smith, Birgit Longman, and Dave Tarshis whom put in many hours promoting the drive and collecting toys.

"We are extremely proud of how the AMFA has rallied around the March of Dimes and Eastside Baby Corner," said Ryan Dotson, March of Dimes. "Their time, efforts, and enthusiasm to make a difference in our communities will be seen on the smiling faces of every child who receives a toy from Eastside Baby Corner."



Our membership has rallied around this special toy drive to help two outstanding organizations in our community: the March of Dimes and Eastside Baby Corner. We are proud that we can play a part in bringing smiles to our communities' children this holiday season. Thank you all for your generous donations.

#### (Allegheny-Mohawk continued from page 4...)

One thing we have to remain focused on is, what is the benefit for the current Southwest mechanics? Hypothetically, there will be more total mechanics resulting in an increased level of job security by creating additional positions below you on the seniority list. The most important thing to remember is no matter what it takes, we must protect our current members in their current positions at their current stations.

After the seniority integration is done, we have to **all** realize that we now work for one airline, Southwest. We have to function as one unit and put the past behind us.

In addition to the Southwest-AirTran acquisition referenced in this article, the Association is also engaged in the integration process at Mesaba-Pinnacle-Colgan. AMFA wants our members to know, no matter what airline you work for, we will always assemble the best and most experienced legal and financial team of experts available to prepare for seniority integration negotiations, potential arbitration, and the contract integration process. AMFA, and the Committees that are set up, will represent our members to the absolute fullest extent possible. Our goal is to ensure that not a single AMFA member will be displaced, even if he has only one day of seniority.

As always, AMFA will continue the open communications, listening to our members, and protecting the concepts of democracy that are vitally important to all of us. We also encourage you to take this opportunity to review the Association updates posted on the National and Local Web sites. AMFA National's Web site address is <a href="https://www.AMFANational.org">www.AMFANational.org</a>.

# **2011 Dues Objector Notice**

Federal law requires that the Aircraft Mechanics Fraternal Association (AMFA) notify all AMFA represented employees annually of its dues objector procedures. These procedures require that you notify AMFA between January 1 and February 15, 2011, if you intend to be a dues objector for that year. Dues objector requests received either before or after these dates will not be accepted and you will not have dues objector status for that year.

Dues objectors are required to pay only the portion of dues that is germane to collective bargaining, including, but not limited to, grievance adjustment and contract administration. The non-germane percentage of dues is set annually by June 1 and is based on an independent CPA's verification of germane/ non-germane expenses for the prior year. A compilation of 2009 expenses was conducted, and the fees paid by dues objectors in 2010 were 95.23% percent of full membership dues.

If a dues objector disagrees with the calculation of the percentage of the reduction, the policy allows for an appeal before an independent arbitrator. Costs of the arbitrator are paid by the Association. Objectors bear the costs of presenting their appeal.

It is important to know that if you elect to become a dues objector you will no longer be entitled to the rights and privileges of membership, including, but not limited to, the right to hold a National or Local office, vote in National or Local elections, attend union meetings, participate in contract negotiations, or vote on a contract ratification. We suggest you consider these restrictions before deciding whether or not you wish to become a dues objector.

To receive more information on filing for dues objector status, please call the AMFA National Office at: (303) 752-2632 or write to: AMFA National Office 14001 E. Iliff Ave, Suite 217, Aurora, CO 80014.

#### (ASA Update continued from page 3...)

Kelley then talked about how working together will make us stronger as a Company. We all talked about the standard negotiations process and how there are many highs and lows to the process. We agreed to use the interest based bargaining process to resolve our differences and listen to each others concerns. Kelley then went to the Company's vision of negotiations for all work groups with a general theme that the Company pay its people well, with good benefits, highly productive, and work together as a team. Have great labor relations where we have mutual respect for each other. This would make Alaska Airlines a great place to work. She talked about having a preamble in the front of our contract stating these principals; currently, ALPA has one in their contract.

AMFA then gave the Company its opening bullet point proposals to address twenty-five of our thirty-one articles with about sixty items within those articles to discuss. We asked the Company if they needed any clarification at this time and they stated they did not.

The Company then gave AMFA its bullet point proposal list; it has proposed changes to fourteen articles with about twenty items within those articles to discuss. Here are some of those highlights: Article 4 Lead Coverage, Article 5 Scheduled Hours and Geographical Bid Locations, Article 6 review entire overtime language, Article 8 LOA #12, Selection for field trips, field trip pay (OT, rest periods, etc.), Article 9 Furlough language and options, Article 10 Assessment period, Article 12 Pay week language, Article 18 Eliminate uniform cleaning allowance, Article 20 Pension Plan, Retiree medical coverage, Article 22 Insurance discussion, Article 23 Review PBP language, simplify rules and discuss all in pay options, Article 25 Date and Duration, Article 26 Pay and steps, Article 27 Review all LOA, Article 31 Use employee number rather than social security number. We asked a few clarifying questions and then moved to dates for future negotiation sessions. We are set up to meet January 6th and 7th at a place to be determined in Seattle. Our focus during these meetings will be to consolidate related issues, identify areas of common interest, and start negotiating them.

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# **Taking Back Your Workplace**

### By: Steven Nowak, National Secretary/Treasurer

AMFA National hosted a training class for Officers, Representatives, and Members from the Locals. Professor Don Taylor from the University of Wisconsin – School for Workers developed and delivered the "Taking Back Your Workplace" workshop for the Association at the AMFA National Office in Aurora, Colorado on November 10-11, 2010.





All the AMFA Locals participated in this workshop that is designed to help build solidarity and promote involvement and participation in your Union.





# From the Digital Wrench



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