

The Association.



THE TWU-IAM ASSOCIATION

February 23, 2021

Sisters and Brothers,

This communication is being shared to address the concerns that will arise from the fact that the Fleet Service “Allocator” Arbitration was not heard today. We are all well aware of the challenges we face while dealing with this pandemic, but at the same time we have developed proper and safe methods to conduct a hearing like this and we believe this should have happened today. The information we have received regarding the arbitrator, Steven Crable, was that he was unable to conduct the hearing in person since he has not yet received his second Covid-19 shot. The Association had agreed in advance to an in-person arbitration, but also that if presenting the case in-person wasn’t a viable option, that video conferencing would be administered. It appears that the company insisted on the in-person ideology, with the arbitrator present with them and the Association presenting our case remotely. The company’s flawed arbitration philosophy is both completely unacceptable and will never be tolerated, since it would only work to their advantage.

We fully recognize just how important this issue is for our members and that this grievance will be presented and heard in an arbitration. We believe this move by the company is a complete overreach to gain ownership of covered work, which we will argue was never relinquished or negotiated from the Association. It is truly troublesome that a ratified agreement that is nearing its one-year anniversary is continuing to be renegotiated by some individuals in management who have changed positions and were not present at the bargaining table throughout negotiations. This issue, along with a few others, have placed some serious questions around the company’s integrity and understanding of bargaining in good faith; including their ability to understand what they actually agreed to. We will not allow the language in the ratified agreement to be trampled on or dismissed, simply because the carrier can’t accept the true meaning and true intent reached in negotiations. There are mechanisms of protection for our members in the agreement that must be upheld, even if it comes with added cost to the company.

The Association remains committed to supporting the membership and we will take all required steps necessary to fully represent the contract and the members covered by the agreement. We have constantly recognized and appreciated you, the members, for your support and understanding as we are forced to fight through the growing pains of a new contract. Rest assured, we will never give up fighting for our members’ contractual rights. We will always take the fight where it needs to go and to whom it needs to be with. The rescheduled date for this case to be heard is now March 30 & 31, 2021. The new date was proposed by the arbitrator to the Association and American. As more information is further known, it will be communicated to the membership.