The Association.



July 14, 2023

RE: Grievance update: Immediately Return to Service Mediation

Sisters and Brothers:

We wanted to give you an update on our ongoing dispute with the company on their continuing violations of article 6-K of the M&R JCBA. This case was scheduled for arbitration last month; however, at the arbitrators pressing we opted for mediation first in an attempt to reach a settlement that would work for both parties. The substance of this case is to determine what the second half of the sentence below from Article 6.K, beginning with the word "unscheduled" means, and also more clearly defining what the word "immediately" means in the context:

"... Scheduled line maintenance work will not be performed at locations not covered by Section J above; however, unscheduled aircraft maintenance required to immediately return an aircraft to service may be performed by a vendor at locations not covered by Section J. "

The first two days of mediation were held on June 19th and 20th and bought much hope that a settlement was indeed possible with proposals exchanged amongst a narrow team of Local/District for the union, and operations for the company. The third session was held this past Monday, July 10th, and we expected that would bear fruit as a result of the momentum and exchange of ideas at the previous session. Unfortunately, at the third and final session, the company expanded their mediation team, and once again reverted to their unreasonable "take it or leave it" ways that were all too common during negotiations and with this new company.

The company's actions put us at a stalemate and left us no choice but to leave it and proceed to arbitration. The company made multiple attempts to expand the meaning of the word "immediately" far beyond the reasonable parameters set by your union leadership. The company actions, if agreed to by the unions, would likely have led to exponential increases of Line Maintenance outsourcing. Obviously, that is something we would never agree to, but the actions of the company speak loudly about how, despite changes in the management group, their ultimate goal of outsourcing our work has not changed one bit. Our members showed up in force on the picket lines and fought them all across our nation on Line Maintenance outsourcing during negotiations. After all that hard work, we are not about to just give them the gift to do whatever they want.

We are currently working on confirming the dates for the arbitration with the arbitrator. We have been proffered multiple dates from August till November, and we fully expect to have this case heard soon. This was not the road we were hoping for or expected to go down when the arbitrator suggested that we mediate this case. We fully expected to be writing you a bulletin that gave the terms under which we settled this case, along with a tangible remedy for the harm caused as a result of the company's numerous violations of our JCBA. Nevertheless, we are where we are, and we will go forth and get an arbitrated decision.

Fraternally:

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Rollie Reaves

TWU International M&R Representative