

## **TWU LOCAL 501 PRESIDENT REPORT/SUMMARY ON 2020 FSC JCBA**

After reviewing the JCBA booklet we were mailed, I have broken down over 170 pages of the Articles and turned them into this overview that I hope can assist our members and representatives moving forward. TWU Local 501 will also produce an M&R overview in the same manner breaking down language that applies to our Title 2 members:

Please take into consideration that there is going to be an implementation period and take some time for ALL of us to understand the intent and purpose of ALL language in the JCBA's.

While we are ALL going through this horrific time in our lives battling through the corona virus pandemic, this overview is accomplished with the hope that one day soon we will be able to move forward in a normal manner. At this time I would also like to wish on behalf of your Executive Board ALL of our Members of Local 501 a Happy 75<sup>th</sup> Anniversary. We were chartered by The Transport Workers Union in the Airline Division on April 6<sup>th</sup>, 1945.

### **Article 1 – Purpose of Agreement**

- Understand attainment of these purposes?
- Understand the difference between an International/District Representative?

### **Article 2 – Status of Agreement**

- When the Agreement is accepted by parties and signed by Authorized Representatives, it will supersede any and all agreements existing or previously executed at American- (Members need to be aware of changes to past practices)
- Seniority Integration is in accordance with the McCaskill - Bond Amendment

### **Article 3 – Effective Date and Duration**

- Amendable date will be for 5 years as DOR and renew itself without change
- Previous LOA's, LOU's, and Memoranda of Understanding (MOU's) shall become null and void and not enforceable as of the effective date of this agreement.

### **Article 4 – Effect on Prior Agreements**

- This Agreement will supersede and take precedence over prior agreements, letters, Local side agreements, practices and written or unwritten documents executed prior to signing this agreement.

### **Article 5 – Profit Sharing**

- TWU/IAM Associated represented employees will be eligible for annual profit sharing award payments (The Plan is explained in this article of the JCBA).
- Profit Sharing award and payments shall generally be made by March 15<sup>th</sup>.

## **Article 6 – Recognition and Scope**

- (9) pages of detailed information is in this Article
- The company recognizes TWU/IAM Association as the exclusive and sole collective bargaining agent with respect to rates of pay, rules and working conditions at American pursuant to NMB CASE. NO R-7423 (May 19, 2015)
- ALL Fleet Service work performed by the company at 45 stations shall be performed by employees covered by this agreement.
- Of the 45 stations-
- 25 will be as a Class 1 station
- 20 will be as a Class 2 station
- Pertaining to TWU Local 501 – Our 4 stations JFK-LGA-SJU & PHL have ALL been considered a Class 1 station as of DOR and regardless of flight activity cannot be re-classified as a Class 2 station.
- Our stations will continue to operate unless closed due to cessation of operations- (Company ceases ALL operations at that station).
- Under Article 6 (F) is where you can find Ramp Service work to be performed by employees covered by this agreement.
- Some key work that involves TWU Local 501 Members are:
- JFK being 1 of 7 stations where cargo work will be performed (Cargo warehouse work).
- LGA & JFK are 2 of 5 stations that will perform de-icing work
- JFK-LGA-SJU and PHL will be performing Lavatory and Water servicing.
- LGA & PHL are 2 of 6 stations performing regional bag transfer work from mainline Aircraft to any Express or regional carrier.
- Please read Article 6 (G) 1-5 where it states that the company may use employees when and where as directed for ramp service work.
- Under Article 6 (H)(i)(J) you can read up on:
- Control Center Work and Central Load Planning (CLP) and under Article 6 (L) read more on when and where as directed?
- Under Article 6 (N) ALL charter flights operated by the company in any Association represented location will be performed by employees covered by this agreement.
- \* JOB PROTECTION-
- Please read Article 6 (o) system and station Job location protection along with Article 6 (Q) (R) that provides station closing information.

## **Article 7 – Classifications and Qualifications**

- In this Article you can read about Fleet Service work groups and separate duty assignments?
- Under Article 7 (D) Crew Chiefs should be cognizant of language that states Crew Chiefs WILL be a working member of his crew.
- Under Article 7 (G) you can discover language where there shall be a minimum of one Crew Chief for every 12 Fleet Service agents!
- Under Article (7) (H) it states P/T Crew Chiefs may have FT employees on their Crew.
- In no event shall the company utilize more than 68 Crew Chiefs in the system on a PT basis.
- Under Article 7 (i) you can read up on duty assignment language and how it can be a combination of two or more job assignments within a work group.

## **Article 8 – New Equipment and new Technology**

- Please be cognizant that the company reserves the right to implement NEW Technology or equipment or procedures at the time and in the manner designated by the company as stated in this article.

## **Article 9 – Transfers and Promotions**

- There are 13 pages of very important information such as:
- How to fill Vacancies?
- Understanding (Ramp Agents)(Central Load Planners)(Control Center Coordinator)
- Ramp CC Qualification process
- Eligibility to fill CC positions now involves a discipline review of employee record.
- Temporary Vacancies.
- Duty Assignments?
- System transfer bid file-
- Employees with discipline in their file can affect their eligibility for system transfers.

## **Article 10 – Probation**

- Probation period will be 100 days with further information on this topic.
- During probation the CBA states the employees work schedule will be set by the company??

### **Article 11 – Seniority**

- Company Seniority is defined as continuous service in any department?
- After effective date of this agreement there will be no adjustments to company seniority.
- Seniority will now mean Classification Seniority previously known as Occupational Seniority?
- (There is also company and pay seniority).
- Classification Seniority will begin to accrue the first day worked in a Fleet service Classification-(Ramp-Control Center-Central Load Planning and Crew Chiefs within each group?
- After this agreement is signed there will be no adjustments to Classification seniority?
- MPR has drastic language change.
- Employees who protest incorrect posting of Seniority must file a grievance within 30 days of 1/31 & 7/31 rosters.

### **Article 12 – Reduction in Force/Recall/Voluntary Furlough**

- Under this Article there are 12 pages of language.
- Reduction in Force language is totally different from what LAA employees operated in the past.
- Recall language has drastic changes to past LAA language?
- Association employees who hold recall under the 2012 AA/TWU Agreement or 2014 IAM Agreement will maintain those rights until their rights are exhausted?
- Voluntary Furlough has language that members must be aware of.

### **Article 13 – Furlough Benefits**

- This Article has 3 pages of furlough benefits information for employees who are furloughed such as allowance, medical, dental Ins info, Travel ETC-

### **Article 14 – Hour of Service**

- LAA employees will have to understand that the work week shall now begin at 0000 hours Monday morning until 2359 Sunday evening-
- Only 3 days after ratification of the CBA the company was ready to apply language incorrectly that had to be resolved by the TWU- Expect more of this in the future!
- (The new CBA does not allow for PT weekend warriors in this JCBA).
- Flex time is in this Article.
- The language for shift periods for a part-time employee schedule can be found in this Article.
- Meal period and break period language for FT & PT employees is in this Article.
- LAA employees can find work schedule and short swing language in this Article.
- Rotation of shifts language might not show in the CBA but for LGA/JFK there will be a LOA on how to utilize RDO's at TWU Local 501.
- \* Please be advised of adjusted scheduled start time language and re-assigned duty assignment language in this Article.

### **Article 15 – Shift Trade/Swaps**

- LAA employees must be cognizant of language in this Article as it is different than the CS Policy- Past Practice that was considered a privilege.

**Article 16 – Compensation** - Rates of pay for work groups are in this Article.

**Article 17 – Shift Definition/Differential** -CBA produced an increase for LAA employees.

### **Article 18 – Overtime**

- (9) pages of language in this Article
- \* For LAA employees the overtime rules to the road have been drastically changed in numerous ways-

### **Article 19 – Field Work**

- Field work assignment procedure will need to be established at ALL of our TWU Local 501 stations and shops-

**Article 20 – Training** - Shifts may be changed to attend TRO-

### **Article 21 – Issuance of S I D A badge**

- Renewing and obtaining a new S I D A badge language is in this Article.

### **Article 22 – Holidays**

- (10) Holidays
- LAA employees need to be aware of the numerous changes in this Article-

### **Article 23 – Vacations**

- The new CBA now comes with (7) pages of vacation language!

### **Article 24 – Sick Leave –**

- This new CBA sick leave Article is much different than our former TWU Policy-

### **Article 25 – Leave of Absence**

- This Article comes with (7) pages of language-
- Article 25.1 has a leave of absence chart pertaining to (9) different leaves.

### **Article 26 – Limited Duty**

- For LAA employees, limited duty is now in the CBA and not a company policy.

### **Article 27 – Fitness for Duty/Medical Examinations**

- In this Article you will find language on employees physical or mental condition that may lead to an examination-

### **Article 28 – Safety & Health**

- In this Article you will find very important language that states NO EMPLOYEE is required to work under unsafe or unsanitary conditions!
- How to report IOD's-
- Employee Locker information can be found in this Article-
- Safety Committee information for each location can be found in this Article with language that safety meetings should be held once a month.
- \* As with numerous implementations that will take time to establish, this Article states the Union will appoint two Full Time system wide Union Safety Directors who will be paid by the company.
- All TWU Local 501 Safety Representatives need to review Article 28 carefully and be aware of the new process incorporated pertaining to Safety.
- This Article states the company will provide employees ALL proper and Safety devices!

### **Article 29 - Benefits**

- In this Article you can find information on Life Insurance, health coverage, medical plan coverage chart, Dental coverage, Vision coverage ( Disability coverage- LTD/STD)
- Medical coverage for retirees
- Sick Leave conversion to health retirement account
- Life Insurance- Retiree's Information
- Tool Box Insurance
- Bomb Scare Insurance
- Test Flight Insurance for employees who are required to participate in test flights???

### **Article 30 – Retirement**

- In this Article you can read up on the IAM National Pension Fund and the AA INC.401 k plan.

### **Article 31 – Union Security and Dues Check Off**

- In this Article you can read on Union Dues, according to the Unions designation of the TWU or IAM as the Organization handling representation responsibilities on behalf of the Union at a given work location.
- The Union in this Article, it is stated has provided the company with a listing of company stations or locations where the TWU or IAM is designated to handle representation.

### **Article 32 – Representation**

- It states ALL hearings will be conducted during regular day shift working hours?
- \* It states Union Representatives WILL, UPON REQUEST OF THE TWU LOCAL PRESIDENT be assigned to a fixed shift and days off. The arrangements will be worked out at each station by that union representative and the local manager.

### **Article 33 – Grievance Procedure**

- LAA/TWU representatives and members will need to understand the NEW language and procedures such as Verbal Step – Step 1 – Step 2 – Step 3 – and how to deal with the issuance of discipline and disciplinary grievances other than discharge.
- There is now a Discharge/Suspension Grievance with time limits, a mediation process and a remedy process?????
- \* Probationary employee language such as company may discharge a probationary employee and they will have no right to a grievance or hearing can be found in this Article.

### **Article 34 – System Board of Adjustment/Arbitration**

- The procedure of getting to an Arbitration case will be one of many Articles, language and procedures that will take to get used to.

### **Article 35 - General**

- In this Article there is new language that states the Association will appoint two (2) FT Union Employee Assistance Programs (UEAP) Directors who will be paid by the company.
- An employee's first confirmed positive drug/alcohol test will not automatically result in termination?????
- New disciplinary letter language and expiration language has to be understood?
- Under this Article there will now be a Labor Advisory Committee?????

### **Article 36 – Uniforms**

- Uniform language in this Article should be read and understood.

### **Article 37 – Bulletin Boards**

- The Union will be provided Union and Safety locked Bulletin Boards

### **Article 38 – NO STRIKE – NO LOCKOUT**

- This Article speaks on strikes, sit downs, slow down's or picketing.

### **Article 39 – Recognition of Rights and Compliance**

- In this Article the union recognizes the company will have sole jurisdiction and direction of its working force.

### **Article 40 – Retirement Benefits**

- This Article speaks on eligibility and pension benefits-

### **Article 41 – Temporary Assignments**

- TDY- TEMP DUTY is now in CBA and not a company policy-

### **Article 42 – Part Time Employees**

- There is now a PT percentage total in the CBA and the Association part time Fleet service review committee.

**There are also 8 letters of Memorandum and my understanding is that there will be numerous LOA's connected to the JCBA's which will be provided in the future.**

As we navigate through these tough times, TWU Local 501 wishes nothing but the best for our TWU Brothers & Sisters and always be a proud member of the Transport Workers Union.

Do not hesitate to reach out to any Officer or representative of TWU Local 501 as we are here to serve our members to the best of our abilities.

In Solidarity,

*Victor J. Gonzalez*

President

TWU Local 501

International Executive Board



