

Be an Educated Voter

(Know what is really on the table)

Section 1 **Recognition and Scope**

(D2) “Permanent Foreign Bases” Amerijet’s current interpretation and application of this language to our Port of Spain (TTPP/POS) station has led the Union (in our defense) to multiple litigations in the courts. Amerijet has taken this case all the way up to the Supreme Court, in hopes to prevent it from being heard by an Arbitrator (as required per the CBA). The courts have already ruled that this case must go to an Arbitrator, but Amerijet continues to divert the process in hopes that if their current proposal passes, they can use it as an argument that we (the crewmembers) also agree with their interpretation. This would have very damaging effects for our group. There are multiple grievances pending (including a crewmember termination), which Amerijet has refused to process, because it happened in POS. To finalized, Amerijet has told the Union and your Negotiating Committee that they don’t have to comply with anything in the CBA, while a crewmember is based in POS. With this in mind, if Amerijet decides to base all the crewmembers for just one night out of the month at any station outside of the US, they would say that our CBA is no longer valid.

(E1) “Scope” [improperly indexed as **(A)** by Amerijet] This language is also tied to the Permanent Foreign Base language and where our CBA is valid. Due to Amerijet’s interpretation and application on what is a Permanent Foreign Base, this language must be modified to ensure our CBA is valid everywhere we fly.

*Company’s proposal lacks Job Protection for honoring strikes at other airlines. Not flying struck work (crossing another picket line), is an essential component to strengthening the Labor Movement. This is the main reason why we even have a CBA today (ABX and many others in the industry refused to fly our freight, while we were on strike in 2009).

Section 3 **Merger and Acquisition**

(B) “Representation” This entire section is very vague and lacks the type of Protections the crewmembers deserve if Amerijet is sold or merges.

* Company’s proposal lacks approximately 4 pages of Union proposed language that seeks maximum protections for the crewmembers if Amerijet is sold/merges.

Section 5 **Compensation**

* Despite Ed’s email, there is absolutely no language in the Company’s proposal making the pay “retro-active”. The PFE “Last Best Final” does have said language under Section 31.

* Company’s proposal lacks “time and half” language being proposed by the Union for flying on your Days Off.

(A2) Rates of Pay Although we recognize that the Company has come up on the rates of pay by approximately 30-40%, the B-767 rates of pay are still well below industry average [not counting UPS/FeEx/Legacy Carriers] for that equipment. Keep in mind that we have already worked approximately 2 years without an increase in pay. Finally, at the request of may, the Union did send Amerijet a [Letter of Agreement](#) to make the pay rates they are offering immediate, while we continue to negotiate the rest of the terms, and the [Company has refused to give you the pay that they are asking you to vote on](#). So ask yourself “what I’m I being asked to give up, to get the pay rate” [Read this entire document and Company proposal before voting].

(A3) We should not be paid (B-767 rates), for flying a B-747/B-777/MD-11/etc. These and other heavy aircrafts are capable of uplifting higher loads than the B-767, and as a result would generate higher revenue. Also, given that a B-757 MTOW is below 300,000 pounds, the rate of pay would be that of the B-727. There is nothing in the Company's proposal preventing the Company for making current B-767 pilots also fly the B-757 for less money. Furthermore, we do not agree on Amerijet setting rates of pay at their discretion for aircraft of less than 100,000 pounds. At the very least, there should be "industry average" language established.

(B2) "Per Duty Assignment" With 12 Days Off per Roster, a crewmember only has a possible 16 duties to fulfill. For this reason, the 60 hour guarantee per Roster, should be divided into these 16 duties. This would yield a minimum pay per duty of **3.75** instead of the 2.5 (60 divided by 16). Union's proposed language would allow you to get up to your guarantee sooner, and increases you chances of generating overage.

(H) "Training Pay" Minimum pay should be **3.75** as per above.

* Company's proposal has removed current **(L) Special Island Qualifications Override** pay. Captains on the B-727 will no longer get the extra pay for flying in/out of Dominica and St. Vincent.

Section 6 Travel Expenses

(A1) "Lodging" Company does not have to give us a separate bathroom in POS, or any future POS like station. This has been an ongoing health concern in POS.

(H1) "Captains Fund" Despite email from Ed stating that the Company will start paying for layover accommodations, this language still requires the crewmembers to pay with their individual credit cards.

(I1) "Reimbursement..." Company's proposal lacks reimbursement language for Uniforms/FAA Medicals proposed by the Union.

Section 7 Hours of Service

(D2) "Days Off" Union is seeking to change the ratio of RDO to Company Assigned Days Off.

* Union is seeking for the Company to clearly identify the Company Assigned Days Off in the Roster. This has been an ongoing issue with crewmembers losing Days Off. When your Company Assigned Day Off is scheduled right after a short day (1 leg coming back to MIA from a layover), and the Company ends cancelling the layover and sends you out the next day on a full 16 hour duty, you end up losing the Day Off. [Remember, Company Assigned Days Off are not replaced, when lost]. This past practice totally invalidates the intent of the CBA on having 12 Days Off.

(E) "Pro Rating of Days Off" This language penalizes you for taking earned Vacation.

* Union is seeking to change language so that crewmembers don't lose RDOs, for being out on Vacation. Vacation is an earned benefit, and crewmembers should not be penalized for using it.

Section 8 Scheduling

(A) "Scheduling Committee" Union is seeking for the Company to publish the Rosters for al crewmembers to see. We should have a way to verify that RDOs are actually being given by Seniority.

(B9) Company's proposed changes "**known schedule information at the time of publishing**" is different from current CBA language. This will reverse the Arbitration ruling awarded to the crewmembers, requiring Amerijet to publish your

destinations on your Roster. With the new language, we will go back to the days of just having Reserve duties on our Rosters. Due to current practice of Amerijet NOT scheduling Reserve duties as 16 hour periods, leads to crewmembers losing Days Off (as explained above in Section 7:D2, and lost trips due to interference between flights and rest).

(D1) “Rostered Duties” Company’s proposed changes to the current language, affects the crewmembers the same way as **(B9)** above.

(D3) Union seeks to **reduce the length of our duties**, in recognition of recent studies dealing with Fatigue, and the FAA’s rulings on passenger carrying airlines. Union proposes maximum duty period of: **15 hours** (3 crewmembers); **14 hours** (2 crewmembers). This still gives the Company more flexibility than **Part 117** limitations.

(D6) “Sign-On Change” Language at the end of the paragraph is different than previously TA language. The Company’s language changes the intent of keeping changes to your duties to a **maximum of 3 per Roster**. Instead, their language just restricts how many Sign-On changes will be **documented** on Crewnet.

(D8a) “Reserve Duty” Union seeks to reduce the length of Reserve duties to be in line with language in **(D3)** above.

(D8h) Union seeks to make **automatic release** from **Reserve** after **12 hours**. Keeping crews on Reserve for 14 hours is counterproductive, because you can’t get a “Crew-Call” at the 14th hour and still be “off duty” by your 16th hour. If the whole purpose is to bring you in for Drug Testing, they can easily accomplish it within the Union proposed language.

(E10) “..Duties Outside RDP” Union proposal adds “so long as it does not interfere with a scheduled RDO or Vacation”. This aims to prevent current practice of not honoring crewmembers Days Off and Vacation.

(E14c) “Deadheading” Union proposal added language to prevent current practice of deadheading crewmembers back into an RDO/Vacation, just because it is more economical for the Company to do it on Company aircraft, rather than via Commercial ticket.

Section 11 **Seniority**

(A3) Union seeking to change Furlough protection to **24 months** [Still well below industry standard], and Medical Leave to **3 years** [Matches language already in **Section 15:A**]

Section 13 **Vacation**

(A2) Union seeking to ADD **(10) year = 24 days**, and change **(15) year = 28 days**

(C6) Company’s change in language allows them to cancel your previously awarded vacation. This can be very detrimental if \$\$\$ has exchanged hands in planning Vacation ahead of time. Union has also added a third choice to allow the crewmember to Cash-Out all of the Vacation not taken if the crewmember agrees to give up the vacation in order to do the Training [Union language will allow you to exceed the 10 hour limit per the CBA]

Section 14 **Sick Leave**

(A1) “Accrual” Per Company’s language, it takes crewmembers 2 Roster periods to accumulate the equivalent of 1 sick day. Union seeks to change it to **1 sick day** per Roster period.

(C3) Union seeks to change language to “next applicable RDP”. This prevents the Company from charging crews for two days of sick, if a crewmember calls in sick on the first day of a multi-day trip (Layover), but is available to work on the second day. Amerijet’s current practice is that a crewmember is NOT guarantee to any Trips, and the duties can change [Crews are NOT pay protected either for changed trips]. For these same reasons, the Union feels that crews should not be penalized for multi-day trips, if they are available to work on the second day. Furthermore, this affects crews going to POS for a lengthy amount of time. Not only does Amerijet penalizes the crewmember for calling out sick for the entire time originally scheduled to work out of POS, but it also inconveniences another crewmember for the same amount of time (even though that fights go to/from POS on a daily basis, and Amerijet can get the crewmembers back to their respective schedules).

Section 16 Filling of Vacancies

(B2) “Special Qualification” Company’s language is discriminatory and does not lead to fair opportunities for all crewmembers to qualify. The Union proposes that at least “minimum requirements” must be established to make the process fair/equitable for all crews. [Keep in mind, there are Furlough protections afforded by having Special Qualifications]

(E) “Temporary Domicile/Base Vacancies” Company’s current practices in POS follow the language on this section, even though the Company claims that POS is a Permanent Foreign Base. Union seeks to change this language to allow crews to receive **24 hour Per/Diem** from the time they leave MIA, and are also proposing a **compromised Trip/Rig** that will compensate crewmembers for being away from Home/Family, and to better cope with the added expenses.

(H) “Seat Lock” Company is replacing the current **(H) Pilots Approaching mandatory Retirement Age**, with this Seat Lock language. Company’s language promotes the “hiring off the street” into positions that a Seat-Locked crewmember might qualify for. [For example, you’re a B-767 FO and want and qualify for B-767 Captain, but choose take a B-727 Captain position because it is the only position open for Bid. After being Seat-Locked, Amerijet decides that it needs B-767 Captains and gives the position to an off-the-street new hire, because you were Seat-Locked.]

Section 17 Furlough and Recall

(A2) Company wants to furlough by seat and/or equipment without regards to your Seniority. **Scenario 1:** All B-727 are parked and all B-727 crewmembers are furloughed permanently, regardless of Seniority. **Scenario 2:** Company gives back the B-767s to the leasing company, and buys (1 or 2) B-767s. The excess B-767 crewmembers are furloughed, regardless of being qualified to fly the B-727 and having Seniority over some in that aircraft. [**We currently have crewmembers that were affected in the past by this practice, before the start of our current CBA**]

(B2) Union seeks to extend the Furlough protection to **24 months**, as in **(Section 11:A3)**.

Section 21 Instructors/Check Airman

(B1) “Flight Status” Read explanation of **(Section 16:B2 “Special Qualifications”)** above.

Section 26 General

(P) “Telephonic Communications” Improper indexing by Company, as there is already a **(P) “Captain of Record”** in this section. Company does not want to give the Union access to the recordings. Union seeks additional language which grants Union access to any recordings associated with a disciplinary action.

Section 27 **Benefits**

(B) “401(k) Plan” Company refuses to even put the current practice of “2 % matching” in writing. Union seeks to increase the “company matching” from 2% to 4%. We don’t want history to repeat itself, as the case back in 2009 when Amerijet imposed a 10% pay cut across the board, and remove the 401(k) matching, in order to fund the arrival of the B-767 aircrafts.

Section 31 **Duration**

Company proposes a 6 year contract. Union proposes less time, as much can change in that time frame. [Also keep in mind how long (2 years) we’ve been Negotiating without a pay raise.]