

Truth about the Teamsters at United Airlines

Teamsters' amalgamated Mediation threats were false; Teamsters negotiation inexperience exposed

UAL attempt at amalgamated Mediation is in violation of long standing case law

June 13, 2011 United mechanics received a letter from the teamsters' international union concerning UAL's NMB filing for an amalgamated CAL UAL agreement.

The letter is a confirmation that David Bourne the appointed leader of the ibt airline division was incorrect about UAL and the NMB forcing us into a single amalgamated contract. From his statements it is clear, he does not understand the rules that cover the mediation process or for that matter the PEB process.

Arrogance and Inexperience shown by the failed teamsters union at UAL

Mr. Bourne's condescending response to our SFO Line mechanics in which he attempted to intimidate and demean our fellow mechanics exposes just the inexperience and arrogance of the teamsters' airline division.

The teamsters were incorrect in their assumption that UAL could complete an amalgamated agreement between CAL and UAL mechanics with the NMB. David Bourne showed his ignorance when he tried to 'talk down' to two concerned line mechanics that contacted him via email. These are two UAL mechanics that have successfully been through Mediation and a Presidential Emergency Board to achieve an industry leading contract.

Mechanics at United Airlines rightly rejected the teamsters T/A

Captain David Bourne's arrogance and lack of knowledge were also displayed when he stated the PEB would force us to take an inferior contract. Our history and experience proves Bourne's statements were false.

In 2002 United mechanics rejected the PEB recommendation 68% Voted No and 86% Voted to Strike. UAL Mechanics achieved an industry leading contract. UAL mechanics received an average of \$16,500 in retro pay and a 46% pay increase and improved scope language and seniority protections.

The rejected UAL ibt T/A surrenders mechanic seniority rights, strong scope language, outsourcing and furlough protections and many of the rights and benefits we have fought for over the last fifty years.

Are you willing to give up your current Medical Benefits and 50 yr Scope for a 5 year temporary furlough protection in SFO only? After five years what will be left?

What happens to our work and our jobs after 5 years? *This is short sighted ibt language that will eliminate;*

- 1. The October 30, 1989 furlough a protection that currently covers 80% of our mechanics.**
- 2. The 20% OSV Maintenance outsourcing limits and annual mandated audit the ibt failed to enforce since 2008. The OSV language protects every mechanic across the system.**
- 3. The SFOOV C Check Protections, SFO Back Shop and Jet Shop work area protections and the May 15, 2005 Line Maintenance mechanic outsourcing protections.**

The teamsters' lawyer, leaders and negotiators lied to our mechanics about NMB mediator statements and opinions on our T/A during their road shows around the system. **What else are they lying about in their T/A language?**

**Every Union at UAL is in mediation for full restoration of Pay and Benefits.
Why aren't UAL mechanics?**

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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June 13, 2011

Larry Gibbon, Director
National Mediation Board
1301 K Street, N.W.
Suite 250E
Washington, D.C. 20005

Re: NMB Case: A-13605 – United Airlines & IBT

Dear Mr. Gibbons,

With respect to the above-referenced matter, and in response to United Air Lines' June 7, 2011 application for mediation service, please be advised that we object to the carriers' request that the mediation proceed on a three-company amalgamated basis, rather than a single-company basis. Although the NMB has made "single carrier" determinations with respect to other crafts or classes employed by the United, Continental and Air Micronesia, it has not done so with respect to the mechanics and related crafts or classes employed by those three carriers.

Well settled case law, as memorialized in the NMB's own rules of procedure, make clear that carriers may neither file nor force the filing of a single carrier representation application. No such application has been filed by any of the entities lawfully allowed to do so. The carriers' effort to force an amalgamation of the carriers' mechanics and related crafts or classes through its application for mediation services is a back-door and wholly inappropriate effort to force a single-carrier determination. In the absence of a lawfully filed application for a single carrier determination, there is no representation dispute with respect to the mechanics and related at these carriers, and therefore the NMB lacks jurisdiction to determine that a single carrier for representation purposes exists with respect to that craft or class. The carriers' application or mediation services does not change this fact at all; although the application properly invokes mediation, it does not confer jurisdiction on the NMB to resolve a representation dispute that does not exist.

The application for mediation services is the result of a failed tentative agreement involving United's mechanics and related. The negotiations that gave rise to the tentative agreement involved only United's mechanics and related; they did not involve the mechanics and related at Continental and Air

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Micronesia, both of which classes or crafts are working under existing collective agreements that are not yet even subject to re-opener negotiations under Section 6 of the Act. Therefore, the Board's mediation services here, should, and indeed legally only can, therefore, involve the efforts by the IBT and United to reach an agreement with respect to United's – and only United's – mechanics and related craft or class.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Bourne", with a long horizontal flourish extending to the right.

David P. Bourne, Director
Teamsters Airline Division

cc: Doug McKeen