



Aeronautical Radio

SEPTEMBER 29, 2023

Notice to all Teamster members.

In 2022 the Company added a 3% increase to the employee medical plan premiums. While this may be a common practice in the non-union world, our members have a Collective Bargaining Agreement (CBA) that defines their hours, wages, benefits, working conditions, etc. The current CBA limits medical plan premium increases to the years 2020 and 2021. The Union saw the Company's action as a violation of the CBA and a grievance was immediately filed by a New York Steward.

In April of this year an Arbitration was held to settle the matter. The three-member Board included a representative from both the Union and the Company and the neutral was Arbitrator Carol Wittenberg. The Union argued that the CBA language limited any medical plan premium increase to 3% max and only for the two years specifically written in the contract. The company argued that the two years listed **only** limited the premium increase to 3% for years 2020 and 2021, Collins also argued that it had the right to increase the premiums by any amount they felt was necessary for any years thereafter. In the hearing their lawyer represented that Teamster members should be grateful the increase only went up by 3%.

Fortunately, the Arbitrator was able to see through the Company's smoke and mirrors argument and closely examined the language in the CBA following the Union's case in chief. In her 18-page opinion and award, Arbitrator Wittenberg narrowed the case down to 6 points and the Union position prevailed on each and every point. In the award, the majority of the Board found that the Company violated the CBA when it increased medical plan premiums in 2020 and 2021.

In her remedy, the Arbitrator ordered a cease and desist precluding the company from **increasing** premiums again from the date of the award, however, she also noted that since the parties are currently in negotiations the company shall **not** be required to reimburse employees for premiums paid in 2022 and 2023 **"at this time"**.

While the Arbitrator did side with the Union on **every point**, this is not the award we expected to hear. Awards are normally followed by the requested remedy of the winning party and this one fell very short of what was requested by the Union. Fortunately, while very rarely used, there are options for appealing the award of an Arbitrator and we are carefully weighing out those options.

I will keep you informed.

In solidarity,

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Sky High Standards since 1961