For the past 70 years, airline employee contract negotiations have occurred under the guidelines of the Railway Labor Act (RLA). The RLA was enacted by Congress in 1926 to ensure labor peace and prevent work stoppages in the rail industry. The act was amended in 1936 to include the airline industry.

In a little more than a year, your Collective Bargaining Agreement (CBA) becomes amendable pursuant to the provisions of the RLA. This time, unlike contract amendments in recent memory, changes to the contract will be made purely through negotiation without the backstop of interest arbitration.

This means that we, as a pilot group, have a tight time frame to gear up for Section 6 negotiations. This publication will introduce you to the RLA. It will be followed in the coming months with other, similar correspondence that will help you navigate your way to May 1, 2007.

Pre-Section 6 Negotiations
The months prior to the exchange of Section 6 “openers” are not down time. Rather, the MEC and Negotiating Committee use this time for intense preparation—including strategic planning, development of materials to inform the pilot group (such as this newsletter), building a Pilot-to-Pilot® Committee, and having Wilson Polling gauge the wishes of the pilot group. ALPA experts also are busy performing economic and financial analysis of both Alaska Airlines and the industry.

Negotiated adjustments to the CBA can be made at any time. The RLA does not restrict the parties from agreeing to contract amendments, in part or in total, during these pre-Section 6 negotiations.

Exchange of Openers
The RLA provides for the exchange between the parties of Section 6 openers no less than 30 days prior to the amendable date. The parties can stipulate an earlier date to exchange “openers,” as Alaska and ALPA have done in past contracts (but have not done for 2007). Additionally, either party can present the other with an opener at any reasonable time prior to the amendable date, even without a formal agreement. That presentation triggers an obligation to commence bargaining.

The opener is notification that the issuing party seeks amendments to all or a portion of the CBA. The notice, which does not take a specific form, usually contains general statements that amendments will be sought to a specified list of contract Sections, but not what amendments are requested.

Section 6 Negotiations
The exchange of Section 6 openers triggers an obligation for the parties to begin direct negotiations.

What Can You Do?
- **Talk to your family** about Section 6 negotiations, the steps in the process, and the possible outcomes. Prepare yourselves both financially and emotionally for what might lie ahead.
- **Update your e-mail and home addresses** with ALPA to ensure that you’re receiving the MEC correspondence. To update, call the MEC office at (206) 241-3138, e-mail Linda.Lodge@alpa.org, or log onto the ALPA crewroom at www.crewroom.alpa.org.
- **Get informed, and stay informed.** Information will continue to be sent out via special publications and through special sections of the *Alaska Pilot Bulletin*.
- **Talk to your status rep**, Pilot-to-Pilot® representative, committee volunteers, or MEC officers.
- **Know your Collective Bargaining Agreement.** If you’re asked to do something that seems to be in violation of the CBA, grieve it.
Section 6: Understanding the Process

Negotiations Preparation
Before negotiations begin, the Union leadership works to determine members’ priorities through polling, surveys, council meetings, and direct communication. With this, the Union works to establish unity and consensus and sets the direction for negotiations.

Section 6 Openers
The Section 6 Notice is a formal, written notice from the parties of a proposal to change the Collective Bargaining Agreement.

Direct Negotiations
The Union and Management negotiating teams engage in direct negotiations in an attempt to reach a new agreement.

Request for Mediation and Mediated Negotiations
At any time, one or both parties may request assistance from the National Mediation Board, or the NMB may offer mediation without a request. The NMB assigns a federal mediator to help the parties reach an agreement. The mediator has the power to hold the parties in mediation indefinitely.

Mediated Negotiations Reach an Impasse
If the NMB determines the parties have reached an impasse, the Board can make a “proffer of arbitration,” which means that the parties can elect to send the remaining open issues to binding arbitration. Both sides must agree to this step before it is taken.

30-Day “Cooling-Off” Period
Intense, mediated talks often involving others from the NMB, in addition to the assigned mediator, normally are held during this period. At the end, the parties are free to engage in self-help.

Presidential Emergency Board
If the NMB believes that dispute threatens to interrupt interstate commerce “to a degree such as to deprive any section of the country of essential transportation service,” the president may create an emergency board, which has 30 days to examine and offer a resolution. If the parties reject the proposed resolution, a new 30-day cooling-off period begins, after which the parties are free to engage in self-help.
Alternative Dispute Resolution ~ The facilitation of interest-based or mutual-interest negotiations vs. traditional bargaining.

Amendable Date ~ Under the Railway Labor Act, collective bargaining agreements do not expire as they do under the National Labor Relations Act; instead, they become subject-to-change on a certain date.

Binding Arbitration ~ Both parties must adhere to the decision of the arbitrator.

Collective Bargaining ~ Negotiations between unions (representing employees) and management regarding wages, hours, benefits, and working conditions.

Direct Negotiations ~ Collective bargaining directly between the parties (labor and management) before or apart from National Mediation Board mediation.

Impasse ~ The point at which engaging in further direct negotiations will not foreseeably lead to a negotiated agreement.

Mediation ~ A type of dispute resolution process where a neutral (i.e., a mediator) facilitates agreement between the parties to a collective bargaining dispute, versus imposing a settlement on the parties.

Ratification ~ An internal-union process, usually whereby union members vote whether to approve a tentative agreement reached by union representatives with management officials on a new or amended collective bargaining agreement.

Tentative Contract ~ A negotiated agreement between the parties subject to ratification by a vote of union members.

Self-Help ~ The right of a party to a collective bargaining dispute to unilaterally act in its own best interest. A carrier, for example, may lock disputing employees out of the workplace or implement changes in pay, rules, and working conditions; and the union may, as an example, strike.

Section 6 Opener ~ A formal written notice indicating the intended changes desired in the terms and conditions of employment by one or both parties.

Status Quo ~ Situations under the RLA in collective bargaining when existing pay rates, rules, and working conditions cannot be changed unilaterally.

Under the RLA, the parties must bargain in good faith to reach agreement on contract amendments. There is no set time period for these negotiations and, due to the large number of issues that can be on the table, negotiations can last for a substantial time. Bargaining during direct negotiations is conducted using one of two methods:

• Traditional—A method of bargaining in which proposals detailing each party’s wants and needs in particular contract sections are exchanged. These discussions take place “on the record,” which means the proposals and discussions could potentially be used as evidence in future proceedings, such as later grievance hearings, for example.

• Interest-Based Bargaining (IBB)—A method of bargaining that focuses more on mutual problem solving. These discussions are typically held “off the record.”

During Section 6 negotiations, the Union cannot engage in job actions, and the Company is prohibited from making unilateral changes to the terms of the contract.

Mediation

If, at any time during negotiations, either or both parties feel that negotiations aren’t progressing, they can request that the National Mediation Board (NMB) intervene and assign a staff mediator. The mediator does not have the authority to impose conditions upon the parties or decide issues. Instead, the mediator is trained to bridge gaps between the parties’ positions to facilitate an agreement.

During mediation, the status quo remains in effect. That means the Union cannot take job actions, and the Company cannot make unilateral changes to the terms of the contract.

Mediated talks continue until the mediator determines that continued talks are unlikely to reach an agree-
ment. At that point, one of the three NMB members becomes more directly involved in the process and evaluates the status. If the mediator and NMB determine that further negotiating sessions are not likely to lead to movement by either party or resolution of the dispute (an “impasse”), the Board will offer the parties binding arbitration to settle any remaining open issues. **Both parties are required to accept this offer before binding arbitration can occur.** If either party rejects binding arbitration, the NMB releases the parties into a 30-day cooling-off period. Following the cooling-off period, either party is able to engage in self-help.

### 30-Day Cooling-Off Period, Self-Help, and the Presidential Emergency Board

During this time, both parties must adhere to the status quo. The Union is not allowed to engage in job actions, and the Company is not permitted to make unilateral changes to the terms of the contract. This typically is a time in which both parties work, sometimes around the clock and often with a member of the NMB, to resolve open issues and reach an agreement. Typically, the pressure builds as the 30-day deadline nears. The parties can mutually agree to extend the 30-day cooling-off period if they believe they are close to reaching an agreement and wish to continue negotiating.

When the cooling-off period ends, either party can engage in self-help. For labor, this typically means withholding services by engaging in a strike. However, other types of actions (such as appeals to the public to cease doing business with the carrier and informational campaigns) also may occur. For its part, the employer can lock out or replace striking workers and/or make unilateral changes in work rules, pay, and other terms of employment.

If the NMB determines that a dispute over the terms of a CBA “threatens to substantially interrupt interstate commerce to a degree such as to deprive any section of essential transportation service,” the Board will notify the president, and he/she may create a Presidential Emergency Board (PEB) to investigate and report on the dispute.

If created, the PEB has 30 days to conduct its investigation and issue a report. After the PEB report is completed, the parties enter another 30-day cooling-off period to consider the recommendations and reach an agreement. If the two parties do not mutually agree to accept the PEB’s recommendation, or do not reach an agreement by the end of this second cooling-off period, they are free to engage in self-help as outlined above.